

IN THE SUPREME COURT OF THE STATE OF NEVADA

NAVNEET SHARDA, an individual;)	Electronically Filed
TRATA INC., a Nevada corporation,)	Aug 02 2021 05:26 p.m.
)	Elizabeth A. Brown
Appellants,)	Clerk of Supreme Court
)	
v.)	
)	Nature of Proceedings: Appeal
)	
)	Court below: Eighth Judicial
)	District Court of Nevada, Case No.:
STEVEN BARKET, an individual, et)	A-17-756274-C
al.)	
)	
Respondents.)	
)	
)	
)	

JOINT APPENDIX

(Vol. II of XI)

(JA000239-JA000415)

R. Christopher Reade, Esq.
Nevada Bar No. 006791
CORY READE DOWS & SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Telephone: (702) 794-4411
Facsimile: (702) 794-4421
creade@crdslaw.com
Attorneys for Appellants
NAVNEET SHARDA and TRATA,
INC.

Michael R. Mushkin, Esq.
Nevada Bar No. 2421
MUSHKIN & COPPEDGE
6070 Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Telephone: (702) 454-333
michael@mccnvlaw.com
Attorneys for Respondents
STEVEN BARKET and G65
VENTURES, LLC

Daniel Marks, Esq.
Nevada Bar No. 2003
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
office@danielmarks.net
Attorneys for SHAFIK HIRJI,
SHAFIK BROWN and FURNITURE
BOUTIQUE

APPENDIX – ALPHABETICAL INDEX

No.	Date	Description	Vol.#	Page Nos
5	8/11/2017	Answer and Counterclaim	I	JA000040- JA000060
6	8/31/2017	Answer to Sharda's Counterclaim	I	JA000060- JA000067
7	9/5/2017	Answer to Amended Complaint	I	JA000068- JA000088
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219
8	12/13/2017	Answer to Counterclaim	I	JA000089- JA000098
41	6/3/2021	Amended Certificate of Service	XI	JA002191- JA002205

25	12/14/2020	Amended Notice of Entry of Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001172-JA001190
4	8/11/2017	Amended Verified Complaint	I	JA000023-JA000039
10	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume I of VIII)	I	JA000134-JA000238
11	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume II of VIII)	II	JA000239-JA000303
12	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume III of VIII)	II	JA000304-JA000415
13	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume IV of VIII)	III	JA000416-JA000530
14	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume V of VIII)	III	JA000531-JA000642
15	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VI of VIII)	IV	JA000643-JA000747
16	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VII of VIII)	IV	JA000748-JA000845

17	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VIII of VIII)	IV	JA000846- JA000875
29	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. I of VIII)	VII	JA001331- JA001436
30	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. II of VIII)	VII	JA001437- JA001502
31	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. III of VIII)	VIII	JA001503- JA001615
32	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. IV of VIII)	VIII	JA001616- JA001731
33	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. V of VIII)	IX	JA001732- JA001844
34	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VI of VIII)	IX	JA001845- JA001950
35	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VII of VIII)	X	JA001951- JA002049
36	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VIII of VIII)	X	JA002050- JA002131
19	9/3/2020	Appendix of Exhibits to Plaintiff's Opposition to Defendants' Motion to Dismiss	V	JA000904- JA001083
1	6/1/2017	Complaint	I	JA000001- JA000016
21	10/14/2020	Confession of Judgment (Shafik Brown)	V	JA001104- JA001119

22	10/14/2020	Confession of Judgment (Shafik Hirji)	VI	JA001120- JA001135
23	10/14/2020	Confession of Judgment (Shafik Brown and Shafik Hirji)	VI	JA001136- JA001155
26	12/28/2020	Counterclaimants' Motion for Clarification, and/or in the alternative, Motion for Relief, Reconsideration, and/or to Alter or Amend Judgment	VI	JA001191- JA001296
9	7/29/2020	Defendants' Motion to Dismiss with Prejudice and for Related Relief	I	JA000099- JA000133
20	10/13/2020	Defendants' Reply to Motion to Dismiss with Prejudice and for Related Relief	V	JA001084- JA001103
37	1/13/2021	Defendants' Opposition to Limited Joinder and Countermotion to Strike	X	JA002132- JA002146
28	1/11/2021	Defendants' Opposition to Motion for Clarification	VI	JA001300- JA001330
24	12/14/2020	Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001156- JA001171
27	1/7/2021	Limited Joinder to Motion for Clarification	VI	JA001297- JA001299
38	1/13/2021	Notice of Appeal	X	JA002147- JA002169
42	6/23/2021	Notice of Appeal	XI	JA002206- JA002210
40	5/25/2021	Notice of Entry of April 6, 2021 Order	X	JA002179- JA002190

39	5/25/2021	Order from April 6, 2021 Hearing	X	JA002170- JA002178
18	9/2/2020	Plaintiffs' Opposition to Defendants' Motion to Dismiss	V	JA000876- JA000903
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017- JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020- JA000022

APPENDIX – CHRONOLOGICAL INDEX

No.	Date	Description	Vol.#	Page Nos
1	6/1/2017	Complaint	I	JA000001- JA000016
2	6/12/2017	Proof of Service – Shafik Brown	I	JA000017- JA000019
3	6/12/2017	Proof of Service – Shafik Hirji	I	JA000020- JA000022
4	8/11/2017	Amended Verified Complaint	I	JA000023- JA000039
5	8/11/2017	Answer and Counterclaim	I	JA000040- JA000060

6	8/31/2017	Answer to Sharda's Counterclaim	I	JA000060- JA000067
7	9/5/2017	Hirji Answer to Amended Complaint	I	JA000068- JA000088
8	12/13/2017	Barket's Answer to Hirji Counterclaim	I	JA000089- JA000098
9	7/29/2020	Defendants' Motion to Dismiss with Prejudice and for Related Relief	I	JA000099- JA000133
10	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume I of VIII)	I	JA000134- JA000238
11	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume II of VIII)	II	JA000239- JA000303
12	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume III of VIII)	II	JA000304- JA000415
13	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume IV of VIII)	III	JA000416- JA000530
14	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume V of VIII)	III	JA000531- JA000642
15	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VI of VIII)	IV	JA000643- JA000747

16	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VII of VIII)	IV	JA000748- JA000845
17	7/29/2020	Appendices for Defendants' Motion to Dismiss Plaintiffs' Complaint with Prejudice and Related Relief (Volume VIII of VIII)	IV	JA000846- JA000875
18	9/2/2020	Plaintiffs' Opposition to Defendants' Motion to Dismiss	V	JA000876- JA000903
19	9/3/2020	Appendix of Exhibits to Plaintiff's Opposition to Defendants' Motion to Dismiss	V	JA000904- JA001083
20	10/13/2020	Defendants' Reply to Motion to Dismiss with Prejudice and for Related Relief	V	JA001084- JA001103
21	10/14/2020	Confession of Judgment (Shafik Brown)	V	JA001104- JA001119
22	10/14/2020	Confession of Judgment (Shafik Hirji)	VI	JA001120- JA001135
23	10/14/2020	Confession of Judgment (Shafik Brown and Shafik Hirji)	VI	JA001136- JA001155
24	12/14/2020	Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001156- JA001171
25	12/14/2020	Amended Notice of Entry of Findings of Fact and Conclusions of Law for November 19, 2020 Order Dismissing Plaintiffs' Matter with Prejudice	VI	JA001172- JA001190
26	12/28/2020	Counterclaimants' Motion for Clarification, and/or in the alternative, Motion for Relief, Reconsideration,	VI	JA001191- JA001296

		and/or to Alter or Amend Judgment		
27	1/7/2021	Limited Joinder to Motion for Clarification	VI	JA001297- JA001299
28	1/11/2021	Defendants' Opposition to Motion for Clarification	VI	JA001300- JA001330
29	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. I of VIII)	VII	JA001331- JA001436
30	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. II of VIII)	VII	JA001437- JA001502
31	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. III of VIII)	VIII	JA001503- JA001615
32	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. IV of VIII)	VIII	JA001616- JA001731
33	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. V of VIII)	IX	JA001732- JA001844
34	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VI of VIII)	IX	JA001845- JA001950
35	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VII of VIII)	X	JA001951- JA002049
36	1/11/2021	Appendices to Opposition to Motion for Clarification (Vol. VIII of VIII)	X	JA002050- JA002131
37	1/13/2021	Defendants' Opposition to Limited Joinder and Countermotion to Strike	X	JA002132- JA002146

38	1/13/2021	Notice of Appeal	X	JA002147- JA002169
39	5/25/2021	Order from April 6, 2021 Hearing	X	JA002170- JA002178
40	5/25/2021	Notice of Entry of April 6, 2021 Order	X	JA002179- JA002190
41	6/3/2021	Amended Certificate of Service	XI	JA002191- JA002205
42	6/23/2021	Notice of Appeal	XI	JA002206- JA002210
43	8/11/2017	Answer to Complaint and Counterclaim	XI	JA002211- JA002219

CERTIFICATE OF SERVICE

I certify that on the 30th day of July, 2021, I electronically filed the foregoing **JOINT APPENDIX** with the Clerk of Court for the Supreme Court of Nevada by using the Supreme Court of Nevada's E-filing system.

I further certify that on the above reference date service was made to the following parties by the methods therein indicated.

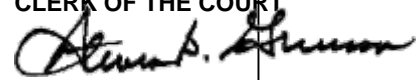
Michael R. Mushkin, Esq.
Nevada Bar No. 2421
MUSHKIN & COPPEDGE
6070 Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Telephone: (702) 454-333
michael@mccnvlaw.com
Attorneys for Respondents
STEVEN BARKET and G65 VENTURES, LLC

Daniel Marks, Esq.
Nevada Bar No. 2003
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
Telephone: (702) 386-0536
office@danielmarks.net
Attorneys for SHAFIK HIRJI, SHAFIK BROWN
and FURNITURE BOUTIQUE

/s/ Andrew M. David
An Employee of the
CORY READE DOWS & SHAFER

DOCUMENT “11”

DOCUMENT “11”



APPX
LAW OFFICE OF DANIEL MARKS
DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
610 South Ninth Street
Las Vegas, Nevada 89101
(702) 386-0536; Fax (702) 386-6812
*Attorney for Defendants, Shafik Hirji,
Shafik Brown, and Furniture Boutique, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65
VENTURES, LLC, a Nevada Limited Liability
Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and NAVEET
SHARDA, an individual; FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company, and DOES I-X, inclusive
and ROE CORPORATIONS XI through XX.

Defendants.

NAVEET SHARDA, an individual;
TRATA, INC., a Nevada Corporation;

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counterdefendant.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; and FURNITURE
BOUTIQUE, LLC, a Nevada Limited
Liability Company;

Counter-Claimants,

vs.

STEVEN BARKET, an individual,

Counter-Defendant.

Date of Hearing:
Time of Hearing:

**Appendices for Defendants' Motion
to Dismiss Plaintiffs' Complaint with
Prejudice and for Related Relief**
(Volume II of VIII)

1 MICHAEL AHDERS, an individual,

2 Plaintiff,

3 vs.

4 BOULEVARD FURNITURE, INC., a
5 Nevada corporation; SHAFIK HIRJI,
an individual; and SHAFIK
6 BROWN, an individual.

7 Defendants.
/

8 **APPENDICES FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS'**
9 **COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF**

10 **(Volume II of VIII)**

11 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
12 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
13 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Their
14 Motion to Dismiss Plaintiffs' Complaint with Prejudice and For Related Relief:

15 **TABLE OF CONTENTS**

16 **VOLUME I**

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
17 1.	Affidavit of Shafik Hirji dated March 2, 2018	1-8
18 2.	Cancer Care's first confession of judgment,	
19 secured promissory note and security agreement;		9-26
20 3.	Ahders' confessioin of judgment, secured promissory	
21 note and security agreement;		27-43
22 4.	Cancer Care's second confession of judgment, secured	
23 promissory note and security agreement;		44-61
24 5.	Trata's first confession of judgment,	
25 secured promissory note and security agreement;		62-79
26 6.	Memorandum of Understanding;	80-82
27		
28		

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
7.	Checks to Barket;	83-90
8.	Declaration of Shafik Hirji;	91
<u>VOLUME II</u>		
9.	Trata Transcript from Evidentiary Hearing Day 1;	92-104
10.	Trata Transcript from Evidentiary Hearing Day 2;	105-112
11.	Trata's second confession of judgment,	
	secured promissory note and security agreement;	113-128
12.	Gordon Silver Acknowledgment of Assignment	
	of Judgment filed April 6, 2017;	129-131
13.	Confidential Settlement Agreement;	132-137
14.	Declaration of Michael Mazur;	138-142
15.	August 1, 2018 correspondence from Brandon	
	McDonald to Bryan Naddafi;	143
<u>VOLUME III</u>		
16.	Plaintiff's Opposition to Motion to Quash Order Allowing	
	Examination of Judgment Debtor and Writ of Execution	
	filed in the Gordon Silver Action on February 12, 2020;	144-213
17.	Cancer Care CIT Agreement;	214-247
<u>VOLUME IV</u>		
18.	Trata CIT Agreement;	248-281
19.	August 29, 2017 Email with attachments;	282-314
20.	Affidavit of Shafik Hirji dated November 30, 2017;	315-320
21.	Cancer Care and Trata Assignments;	321-322
22.	October 17, 2017 Correspondence re: notice of transfer;	323-327
23.	October 30, 2017 Correspondence re: call with Kim;	328-330
24.	November 2, 2017 Correspondence re: non-appearance;	332-334
25.	Cancer Care Notice of Entry of Order;	335-340

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
26.	Trata Notice of Entry of Order;	341-348
<u>VOLUME V</u>		
27.	Affidavit of Shafik Hirji dated December 26, 2017;	349
28.	photos taken during December 22, 2017 execution with publication from Steve Barket on his website shafikhirji.com;	350-358
29.	See Trata's Acknowledgment of Assignment of Judgment;	359-361
30.	Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC;	362-371
31.	Account Transaction Details with Checks;	372-376
32.	Ahders' Notice of Entry of Order;	377-381
33.	Declaration of Teletha Zupan, Esq.;	382-383
34.	November 25, 2019 Correspondence re: demand;	384-385
35.	Ahders' confession of judgment;	386-402
36.	Ahders Notice of Entry of Order;	403-406
37.	Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment;	407-443
<u>VOLUME VI</u>		
38.	Opposition to Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment; and	444-524
39.	Various cash withdrawals to pay Barket.	525-534
40.	Postcards/Mailers	535
41.	Declaration of Shafik Hirji dated July 28, 2020	536-538
<u>VOLUME VII</u>		
42.	shafikhirji.com website	539-613
43.	shadyshafik.com website	614-619
44.	klastv.vegas website	620-627

EXHIBIT TITLE/DESCRIPTION DOC NOS.

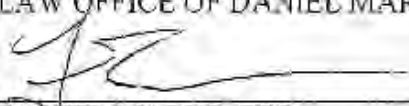
VOLUME VIII

45. danielmarksexamined.com website 628-646

46. Declaration of Michael Ahlers 647-649

DATED this 28 day of July, 2020.

LAW OFFICE OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 29th day of July, 2020, pursuant to NRCp 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **DEFENDANTS' MOTION TO APPENDICES VOLUME II of VIII FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

Charles Barnabi, Esq.
375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
Attorney for Plaintiffs

Harold P. Gewertner, Esq.
HAROLD P. GEWERTNER, ESQ. LTD.
Attorney for Defendants, Navneet Sharda and Trata, Inc.


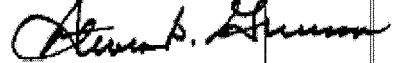

An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT “9”

Trata Transcript for Evidentiary Hearing Day 1



1 RTRAN

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 TRATA, INC.,

6 Plaintiff(s),

7 vs.

8 SHAFIK HIRJI,

9 Defendant(s).

Case No. A-17-763995-C

DEPT. VI

10
11
12 BEFORE THE HONORABLE ELISSA F. CADISH, DISTRICT COURT
13 JUDGE

14 THURSDAY, FEBRUARY 15, 2018

15
16
17 **TRANSCRIPT OF PROCEEDINGS RE:**
18 **EVIDENTIARY HEARING - DAY 1**

19 APPEARANCES:

20 For the Plaintiff(s): MICHAEL D. MAZUR, ESQ.

21 For the Defendant(s): DANIEL MARKS, ESQ.
22 TELETHA L. ZUPAN, ESQ.

23
24
25 RECORDED BY: DE'AWNA CREWS, COURT RECORDER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

Page No.

DEFENDANT'S WITNESSES:

<u>NAVNEET SHARDA</u>	
Direct Examination	9
Direct Examination (cont.)	62

EXHIBITS

<u>DESCRIPTION</u>	<u>ADMITTED</u>
Defendant's Exhibit No. 201	11
Defendant's Exhibit No. 202	11
Defendant's Exhibit No. 203	12
Defendant's Exhibit No. 204	13
Defendant's Exhibit No. 205	13
Defendant's Exhibit No. 206	14
Defendant's Exhibit No. 207	16
Defendant's Exhibit No. 208	17
Defendant's Exhibit No. 209	22
Defendant's Exhibit No. 210	23
Defendant's Exhibit No. 211	34
Defendant's Exhibit No. 212	37

1 **LAS VEGAS, NEVADA, THURSDAY, FEBRUARY 15, 2018**

2 [Proceedings commenced at 8:40 a.m.]

3
4 THE COURT: All right. Let me get appearances, starting with
5 the plaintiff.

6 MR. MAZUR: Good morning, Your Honor. Michael Mazur on
7 behalf of Plaintiff.

8 MR. MARKS: Your Honor, Daniel Marks and Teletha Zupan
9 for the defendants. And to my left is Shafik Hirji, far left.

10 THE COURT: Okay. Oh, who is with you at table?

11 MR. MAZUR: Your Honor, I have Dr. Sharda and also Bryan
12 Naddafi for testimony as well today.

13 THE COURT: Okay. Thank you.

14 MR. MARKS: Your Honor, is Dr. Sharda here as the -- as the
15 principal of the plaintiff, Antony Trata, Inc.? I think we're entitled to know
16 that, if he's at counsel table.

17 THE COURT: Sorry, say that again -- is he what?

18 MR. MARKS: Is he here as the principal of Trata? Is he the
19 corporate representative?

20 THE COURT: Right.

21 MR. MARKS: Since he's at counsel today.

22 THE COURT: So Mr. Mazur, can you enlighten us?

23 MR. MAZUR: Pardon me, Your Honor?

24 THE COURT: Your client, Mr. Sharda, is he there as a
25 representative of Trata or what?

1 MR. MAZUR: He's here as a representative himself
2 individually, also himself as a representative of Trata, and also Cancer
3 Care Foundation, as well, Your Honor.

4 THE COURT: Okay. That's not a party here, but okay.

5 MR. MAZUR: Correct.

6 THE COURT: Okay. All right. So we're on calendar today for
7 evidentiary hearing regarding the defendant's Motion to Vacate the
8 Judgment, which was entered herein on November 1st. So that's the
9 subject matter to be addressed today, is specifically with regard to the
10 judgment and whether it was should be set aside, because it was
11 obtained by either, you know, mistake, fraud, or it's void for some reason
12 or it's been satisfied, generally, the categories of items or of bases to set
13 aside a judgment under Rule 60B.

14 There are other -- there was also a Motion to Quash writs of
15 execution and there were claims of exemption and objection. But first
16 and foremost, I need to evaluate based on whatever evidence you
17 present, the validity of the judgment itself, before we get there on
18 execution issues.

19 So Mr. Marks, it's your motion, so you have the burden --

20 MR. MARKS: Right.

21 THE COURT: -- on the motion. To the -- I don't know if we
22 have witnesses.

23 MR. MARKS: Yes.

24 THE COURT: I gather we do. So is anyone invoking
25 exclusionary rule?

1 A -- I think it's Henderson, but I --
2 Q We know where -- it's on Eastern and the 215 area?
3 A That's correct.
4 Q All right. And at that time, Mr. Naddafi was acting as your
5 counsel, correct?
6 A He was -- that's a little -- that's -- that's partially true, partially
7 not true. He was acting as a -- a personal counsel for me.
8 Q That's all I'm asking. He was acting as your personal
9 counsel?
10 A Yes.
11 Q Okay. And at your direction, did he draft Exhibit 209?
12 A 209, which one is --
13 Q The exhibits -- what you're looking at --
14 THE COURT: The confession of judgment.
15 BY MR. MARKS:
16 Q -- the paper that you're looking at?
17 A No.
18 Q Who drafted it?
19 A It was Mr. Mazur.
20 Q Okay. Who -- and Mr. Mazur was Trata's counsel?
21 A I believe he is Trata's counsel.
22 Q Do you pay him as Trata's counsel?
23 A I do now.
24 Q Did you at the time on -- on or about September 1 of 2017?
25 A I -- you know, I didn't bring those papers. I don't know.

1 Q So Mr. Hirji owes Trata nothing?

2 A That's correct.

3 Q Okay. And, in fact, you had a meeting with Mr. Hirji in I think
4 October of 2017, after the secret assignment in which you told Mr. Hirji,
5 I'm out of it, this was too much stress, it's assigned to Brooklyn Asset
6 Management, I'm done; didn't you tell him that?

7 A I would -- I would say that that is a hundred percent correct. It
8 was too much stress and I was glad to get out of it.

9 Q And you told him at a -- I think you were at a restaurant or
10 coffee or -- where you said, this is just too much stress for me, I'm done,
11 I'm out of it?

12 A I will reiterate the fact that yes, I was under tremendous stress
13 and -- relating to the these notes, and I'm -- was glad to -- glad to part
14 ways with all the problems associated with them.

15 Q And you refused on behalf of Trata to take his check in
16 October, because you were -- Trata was out of it, in your words, correct?

17 A I'm not a hundred percent that he offered me the check, but I
18 certainly would not have taken it.

19 Q Okay. Now, on behalf of Trata if you go to Exhibit 211, it's
20 after Tab K.

21 A Tab K?

22 Q Tab K.

23 A Okay.

24 Q Sir, they're in order. They're just in order.

25 A Sure.

1 Q No tricks. Just strait chronology. This is the note -- it's --
2 we're marking it as 211 for the clerk.

3 This is a notice that Trata sent to Boulevard Furniture, Inc., on
4 or about October 17th, 2017, correct?

5 A I believe so.

6 Q Okay. And did you have your counsel, one of your counsel
7 send it?

8 A I -- I had no further dealings with it after assignment.

9 Q Okay. So let me explore that. After the assignment, you're
10 saying you had no further dealings with Trata?

11 A I had no further dealings regarding collection efforts.

12 Q And who did you let do the collection efforts?

13 A Well, it was Brooklyn Asset Management.

14 Q Okay. But did you send the notice, which is Exhibit, behind
15 Tab K, 211, in the name of Trata on or about October 17th, 2017?

16 A Oh, I see what you're saying. Actually, I believe it was
17 Attorney Mazur that sent these notices.

18 Q On your behalf?

19 A Probably.

20 Q You still had the shell Trata, Inc., correct? That entity exists,
21 correct?

22 MR. MAZUR: Objection. Vague.

23 BY MR. MARKS:

24 Q You're still the president of Trata, Inc., which is a valid Nevada
25 corporation, correct?

1 A It would be -- it was at the office of Mr. Mazur.

2 Q And when -- when was that idea floated to you?

3 A Hmm. It was during the confidential settlement agreements.

4 Q No. But you -- the notes were signed on September 1
5 of 2017, correct?

6 MR. MAZUR: Objection. Misstates the testimony.

7 THE COURT: Yeah.

8 BY MR. MARKS:

9 Q The change of terms --

10 THE COURT: Sustained.

11 BY MR. MARKS:

12 Q -- change of terms documentation was signed --

13 THE COURT: Oh, okay --

14 BY MR. MARKS:

15 Q -- on or about September 1, 2017, correct?

16 A Yes.

17 Q Okay. Between September 1, 2017, and the beginning of
18 October 2017 --

19 A Okay.

20 Q -- someone must have approached you with the idea of
21 assigning the notes to another entity, correct?

22 A Hmm. I guess that's true.

23 Q Okay. And who approached you with the idea? Was it
24 Mr. Mazur? Was it Mr. Barket?

25 A I think it was Mr. Barket.

1 A It was a variety of meetings. Could have been September,
2 could have been October. I don't --

3 Q Do you know how many meetings you had?

4 A Probably about three or four.

5 Q And you had discussions with Mr. Barket about assigning
6 notes to Brooklyn Asset Management?

7 A Well, it -- it was part of this confidential settlement agreement.

8 Q Do you have that in your office somewhere?

9 A Yes, I do.

10 Q And that's your office on -- where is that?

11 A 3509.

12 Q Where?

13 A 3509 East Harmon.

14 Q Okay. What's -- and you cannot recall what you received in
15 value or you're refusing to testify as to what you received in value?

16 A Well, I think -- if I were to be more explicit, it would be violating
17 a confidential settlement agreement. I'd be happy to do it if I'm ordered
18 to, but I just -- it would just not be proper.

19 Q Okay.

20 MR. MARKS: So Your Honor, if I could make an argument at
21 this point. The proponent -- I think we have an open court and open
22 discovery normally. The proponent of not producing something has the
23 burden of -- because I didn't subpoena the document. There wasn't
24 really discovery in the traditional sense.

25 THE COURT: Yep.

1 MR. MAZUR: Trata is not a party to that agreement. So Trata
2 technically does not have knowledge of the terms that are in that
3 agreement, other than what's in the assignment, and I'd be more than
4 willing to file the assignment this afternoon.

5 THE COURT: Right. So we -- we should get the assignment
6 when we can.

7 The settlement agreement -- I'm going to say this much,
8 sorry -- it's dated effective July 29, 2017, between Steven Barket and
9 Dr. Sharda. And one of the provisions in it contemplates assignment.
10 It's a paragraph where the heading is Assignment of Promissory Notes.
11 And it says:

12 Defendant --

13 Being Dr. Sharda, as defined in the agreement.

14 -- shall assign all rights, title and interest in the five promissory
15 notes, together with their corresponding UCC1 agreements,
16 confession of judgment, and other documentation, with an estimated
17 principal balance of \$1,500,000, which is accruing interest at an
18 annual rate of 40 percent to Plaintiff or his assigns.

19 There's obviously other provisions about other matters and --
20 that relate to collection on those notes. And so the agreement is signed
21 by Mr. Barket and Dr. Sharda.

22 MR. MARKS: But that was July of 2017.

23 THE COURT: That's the date shown on the document.

24 MR. MARKS: Okay. Could we ask counsel when the date of
25 the assignment -- if he has an assignment signed, could we ask him to

1 Q This is Mr. Barket's lawsuit against Mr. Hirji and yourself?

2 A Correct.

3 Q And if you go to page 3, Paragraph 16, it relates to a contract
4 clause for Steve Barket to provide a million dollars in funding to be
5 repaid from the furniture stores; do you see that?

6 A I do see that.

7 Q Okay. But the million dollars in funding for the furniture stores
8 came from Trata, not Mr. Barket, correct?

9 A Absolutely.

10 Q Okay. And you were aware the money was going to open a
11 furniture store, correct?

12 A Yes, sir.

13 Q You -- who introduced you to Mr. Hirji?

14 A Steve Barket.

15 Q Did Mr. Barket ever tell you that he was a partner in the
16 furniture store?

17 A Yes, he did.

18 Q Okay. And did you ever tell Mr. Hirji that you were his partner
19 in the furniture store?

20 A Did I --

21 Q Did you ever tell Mr. Hirji that, after Barket -- Mr. Barket was
22 out of the picture, that you were his partner?

23 A Hmm. After Mr. Barket was out -- out of the picture?

24 Q Let me back up.

25 A Okay.

1 there a different --

2 BY MR. MARKS:

3 Q Right. No, I'm saying Mr. Barket never provided that million.
4 Trata provided it?

5 A Yes. That is correct.

6 Q Okay. All right. And --

7 MR. MAZUR: And, Your Honor, that's what the complaint
8 states, that that money was provided by Trata. It doesn't state that it
9 was provided by Mr. Barket.

10 THE COURT: Okay. Got it.

11 BY MR. MARKS:

12 Q Did -- did disputes arise between Mr. Hirji and Mr. Barket
13 where Mr. Hirji told you that Mr. Barket was demanding money from
14 him?

15 MR. MAZUR: Objection. Hearsay, Your Honor.

16 MR. MARKS: Not for the truth of the matter, just to -- to show
17 what this witness did next.

18 THE COURT: I'm sorry, what's the question again?

19 BY MR. MARKS:

20 Q Did Mr. Hirji --

21 MR. MARKS: And it's what Mr. Hirji said to him.

22 Q Did Mr. Hirji have a conversation with you in around March
23 of 2017 in which --

24 THE COURT: Hold on.

25 BY MR. MARKS:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. MARKS: No.

THE COURT: Oh, then yes, you can take them home.

MR. MARKS: The clerk, I'm leaving --

THE COURT: Thank you.

MR. MARKS: We left a copy for the court.

THE COURT: Okay. Yes. So I have --

MR. MARKS: Okay. Thank you.

THE COURT: -- my copy. The clerk has his copy. So yes,
you can take that and bring it back next time.

MR. MARKS: Okay. Thank you, Your Honor.

THE COURT: Okay. We'll see you.

[Proceedings concluded at 11:15 a.m.]

///

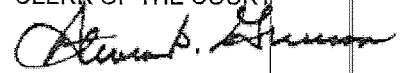
ATTEST: I do hereby certify that I have truly and correctly transcribed
the audio/video proceedings in the above-entitled case to the best of my
ability.



Shawna Ortega, CET*562

EXHIBIT “10”

Trata Transcript for Evidentiary Hearing Day 2



1 **RTRAN**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5 TRATA, INC.,

6 Plaintiff(s),

7 vs.

8 SHAFIK HIRJI,

9 Defendant(s).

Case No. A-17-763995-C

DEPT. VI

10
11
12 BEFORE THE HONORABLE ELISSA F. CADISH, DISTRICT COURT
13 JUDGE

14
15 FRIDAY, FEBRUARY 23, 2018

16
17 **TRANSCRIPT OF PROCEEDINGS RE:**
18 **EVIDENTIARY HEARING - DAY 2**

19
20 **APPEARANCES:**

21 For the Plaintiff(s):

MICHAEL D. MAZUR, ESQ.

22 For the Defendant(s):

DANIEL MARKS, ESQ.

23 TELETHA L. ZUPAN, ESQ.

24
25 RECORDED BY: DE'AWNA CREWS, COURT RECORDER

INDEX

Page No.

DEFENDANT'S WITNESSES:

NAVNEET SHARDA

Direct Examination (cont.)	5
Cross-Examination	36
Voir Dire Examination	91
Cross-Examination (cont.)	92
Redirect Examination	102
Recross-Examination	123
Further Redirect Examination	130
Further Recross-Examination	131
Examination by the Court	132
Additional Recross-Examination	139
Additional Redirect Examination	140
Additional Recross-Examination	142
Additional Redirect Examination	143

EXHIBITS

DESCRIPTION ADMITTED

Defendant's Exhibit No. 220	13
Defendant's Exhibit No. 219	14
Defendant's Exhibit No. 218	35
Defendant's Exhibit No. 217	36
Plaintiff's Exhibit No. 1	52
Plaintiff's Exhibit No. 2	55
Plaintiff's Exhibit No. 3	88
Plaintiff's Exhibit No. 4	89
Plaintiff's Exhibit No. 5	92

1 **LAS VEGAS, NEVADA, FRIDAY, FEBRUARY 23, 2018**

2 [Proceedings commenced at 9:05 a.m.]

3
4 THE COURT: All right. Good morning.

5 MR. MAZUR: Good morning.

6 MR. MARKS: Good morning, Your Honor.

7 THE COURT: Go ahead and state your appearances, starting
8 with the plaintiff.

9 MR. MAZUR: Good morning, Your Honor. Michael Mazur on
10 behalf of Plaintiff.

11 MR. MARKS: Your Honor, Daniel Marks and Teletha Zupan
12 for the defendants, and Mr. Hirji is to my left.

13 THE COURT: Okay. So I saw that the acknowledgement of
14 assignment of judgment was filed a week ago.

15 MR. MAZUR: Yes, Your Honor.

16 THE COURT: With the assignment document attached. Was
17 the redacted agreement provided as ordered?

18 MR. MAZUR: Yes, Your Honor, it was. There was technical
19 difficulty, I believe, in printing, so it was password protected with limited
20 access. It was provided that -- that day. And I believe everything
21 was be able to -- they were able to access everything based on their
22 new exhibit.

23 THE COURT: Okay. Okay. So do you want to pick up -- well,
24 I mean you had --

25 MR. MARKS: Right.

1 BY MR. MAZUR:

2 Q You can answer.

3 A Yeah? Okay. Mr. Hirji, he told me that Mr. Barket had taken
4 almost \$300,000 as a, you know, fee or a percentage or something of
5 that sort. And was also demanding another 20,000. And there was --
6 there was a whole variety of -- of charges, expenses, fees, that he was
7 being demanded.

8 Q And did Mr. Hirji indicate he had paid that money to
9 Mr. Barket?

10 A Mr. Hirji told me that he had paid approximately 300,000, but
11 he was having significant difficulty in carrying forward the project at
12 Sunset Furniture, and was not inclined to pay additional money.

13 Q Okay. And -- and at that time of the conversation, you
14 informed Mr. Hirji that the million-dollar loan was actually money from
15 you and/or your family; isn't that correct?

16 A I did inform Mr. Hirji that the money was from Trata
17 Corporation and I was the president of Trata.

18 Q And that it wasn't -- the money didn't come from Steve Barket?

19 A I previously stated very conclusively in no uncertain terms that
20 Steve Barket had never contributed even one dime to the funds of Trata.

21 Q And around that time that Mr. Hirji told you he was having
22 difficulty in opening the furniture store, you discussed with Mr. Hirji
23 loaning him another \$200,000; isn't that correct?

24 A Yes. That's correct.

25 Q And you actually did loan him another \$200,000 in April

1 right to collect all of the money to Brooklyn Asset Management in
2 October?

3 A Yes.

4 Q And did something change between July and October that you
5 were not -- Trata or -- or you, yourself, Dr. Sharda, was not going to be
6 receiving money back, or do you still believe you're entitled to receive
7 money back pursuant to the settlement agreement?

8 A I believe I should still, you know, I -- I believe I -- I, as in
9 president of Trata, should get the benefit of the loan.

10 Q Okay. Now, so we took a detour to the summer when you and
11 Mr. Barket were resolving your dispute, unbeknownst to Mr. Hirji. Now,
12 we're coming back to the period in -- after July 29th. You then started
13 talking to Mr. Hirji about he needed to sign a new document, because
14 you were being pressured by your family that payments had to start,
15 correct?

16 A Yes.

17 Q Okay. And you specifically were telling -- you never told
18 Mr. Hirji in those conversations that you had transferred the loans or
19 assigned the loans to Steve Barket, correct?

20 A Not until after I had actually transferred the notes.

21 Q Meaning in October?

22 A Yes.

23 Q Okay. So in the latter part of the summer and in August when
24 you still were meeting frequently with Mr. Hirji, he knew nothing that you
25 and Steve Barket had this other deal?

1 owned by Steve Barket?

2 A Not directly.

3 Q Okay. But under your confidential settlement agreement, if
4 any money is received, you're supposed to get it?

5 A Yes.

6 Q And Mr. Mazur is representing Brooklyn Asset Management,
7 correct?

8 A Yes.

9 Q And he represented Steve Barket --

10 A Yes.

11 Q -- against you, correct?

12 A Yes.

13 Q And he's now representing you?

14 A Well, he's representing Cancer Care Foundation and Trata,
15 Inc.

16 Q Okay. To switch gears, you had no communications with
17 Mr. Brown or Ms. Brown, Yasmin or Shafik Brown, correct? It all was
18 through Mr. Hirji?

19 A Yes.

20 Q And all the entities that needed to be signed, you would
21 communicate with Mr. Hirji to make sure he brought his kids and they
22 signed the documents, correct?

23 A Yes.

24 Q Okay. Now, in the end of July, you reached your deal with
25 Barket. And because you reached that deal with Barket, part of that deal

1 THE COURT: Okay. Sorry, I -- I got to ask a couple
2 questions. And I know we're kind of on a time deadline. Someone had
3 a meeting, I don't remember who anymore. Sorry, I'm going to try to do
4 this.

5 So the settlement agreement, which is behind Tab S in the
6 white binder, which is Exhibit 219, was entered into in late July 2017 with
7 Mr. Barket, correct?

8 THE WITNESS: Yes.

9 THE COURT: Okay. And under that agreement, it
10 contemplated that the notes that we're here about as to Mr. Hirji were
11 going to be assigned to Mr. Barket or his assignee?

12 THE WITNESS: Yes.

13 THE COURT: Okay. The actual assignment didn't actually
14 take place until October 13th, 17th, something like that. Let me get it
15 exactly. The actual assignment is dated October 13th; is that your
16 recollection?

17 THE WITNESS: Yes.

18 THE COURT: Okay. Now, so why wasn't the assignment
19 done until -- August, September -- until two and a half months after the
20 settlement agreement?

21 THE WITNESS: I don't know.

22 THE COURT: Okay. You -- is it fair to say you did the
23 assignment when Mr. Barket or his representative asked you to do it?

24 THE WITNESS: Yes.

25 THE COURT: Okay. But in between there is when these new

1 Okay. Let's -- and did you say you could do 1:30?

2 MR. MARKS: Yeah. I could do --

3 THE COURT: Or 2:00 or I don't --

4 MR. MARKS: I got some -- if we could do 2:00, that would be
5 great.

6 THE COURT: So I will need to finish by 5:00 that day. So if
7 we're not done, then I guess we'll be looking for another day.

8 MR. MARKS: That's fine.

9 THE COURT: So Thursday, March 1st, at 2:00.

10 THE CLERK: March 1st, 2:00 p.m.

11 THE COURT: So that's for our continued evidentiary hearing.
12 And we'll see you then. I'll -- I -- I think that -- it looks like that works for
13 me as -- as well. I'll contact you if -- if I'm missing something, but it looks
14 like that will work.

15 MR. MAZUR: Thank you, Your Honor.

16 THE COURT: All right. See you next week.

17 [Proceedings concluded at 12:25 p.m.]

18 ///

19

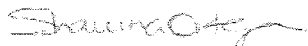
20 ATTEST: I do hereby certify that I have truly and correctly transcribed
21 the audio/video proceedings in the above-entitled case to the best of my
22 ability.

22

23

24

25



Shawna Ortega, CET*562

EXHIBIT “11”

Trata’s second confession of judgment,
secured promissory note and security agreement

TRATA, INC
NAVNEET N. SHARDA
PRESIDENT
nnsharda@yahoo.com
3509 E. Harmon Ave
Las Vegas, Nevada 89121
Telephone: (702) 547-2273
Facsimile: (702) 547-6818
Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation,

Plaintiff.

vs.

SHAFIK HIRJI, an individual,

Defendant.

Case No.:

Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik Hriji (hereinafter referred to as "Defendant") hereby confesses to judgment in the amount of \$400,000.00, plus interest in the amount of twenty-five percent (48%) per annum, less any amounts paid pursuant to the Promissory Note dated November 1, 2016, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due and owing from Defendant to Plaintiff TRATA, INC (hereinafter referred to as "Plaintiff").

2. On or about March 20, 2017, the Defendant entered into a promissory note in the amount of Two Hundred Thousand Dollars (\$200,000.00) plus payment of interest over a 2 year period stretching from June 20, 2017 through June 20, 2019.

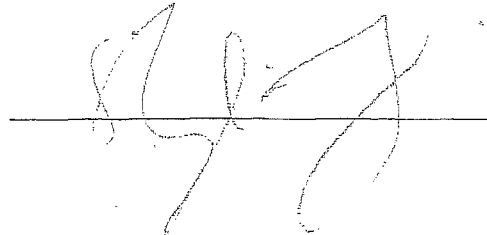
3. The Note called for monthly \$13,000 payment of principal and interest to be paid starting in June 20, 2017 as outlined in the Secured Promissory Note. Defendant has also signed a Personal Guarantee for assurance of repayment as well as a Security Agreement with a UCC1 filing.

4. The Note and Personal Guarantee is attached hereto and incorporated herein by reference.

5. If Defendant fails to adhere to the terms of the Note, Plaintiff shall file this Confession of Judgment. Thereafter, Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing the enforcement and collection of this Confession of Judgment.

Dated this 18 day of March 2017.

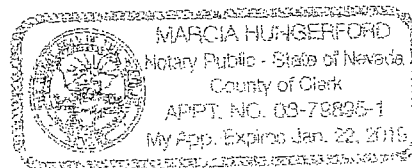
SHAFIK HIRJI, INDIVIDUALLY



State of Nevada)
) ss
County of Clark)

Subscribed and sworn to before me
this 18 day of March, 2017

Marcia Hungerford
Notary Public



TRATA, INC
NAVNEET N. SHARDA
PRESIDENT
nnsharda@yahoo.com
3509 E. Harmon Ave
Las Vegas, Nevada 89121
Telephone: (702) 547-2273
Facsimile: (702) 547-6818
Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

TRATA INC, a Nevada C corporation,

Plaintiff,

vs.

SHAFIK BROWN, an individual,

Defendant.

Case No.:
Dept. No.:

CONFESSION OF JUDGMENT

Defendant Shafik Hriji (hereinafter referred to as "Defendant") hereby confesses to judgment in the amount of \$400,000.00, plus interest in the amount of twenty-five percent (48%) per annum, less any amounts paid pursuant to the Promissory Note dated November 1, 2016, plus accrued interest at the legal rate allowed, unless otherwise satisfied based on the following terms and conditions:

1. This Confession of Judgment is for debt justly due and owing from Defendant to Plaintiff TRATA, INC (hereinafter referred to as "Plaintiff").

6
115
3

2. On or about March 20, 2017, the Defendant entered into a promissory note in the amount of Two Hundred Thousand Dollars (\$200,000.00) plus payment of interest over a 2 year period stretching from June 20, 2017 through June 20, 2019.

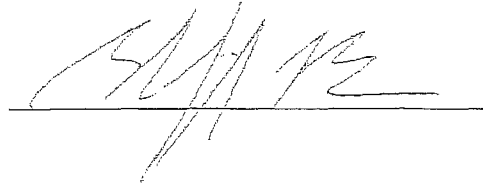
3. The Note called for monthly \$13,000 payment of principal and interest to be paid starting in June 20, 2017 as outlined in the Secured Promissory Note. Defendant has also signed a Personal Guarantee for assurance of repayment as well as a Security Agreement with a UCC1 filing.

4. The Note and Personal Guarantee is attached hereto and incorporated herein by reference.

5. If Defendant fails to adhere to the terms of the Note, Plaintiff shall file this Confession of Judgment. Thereafter, Plaintiff shall be permitted to seek any and all permissible relief. Plaintiff shall also be entitled to all reasonable attorney's fees and costs in pursuing the enforcement and collection of this Confession of Judgment.

Dated this 18 day of March, 2017.

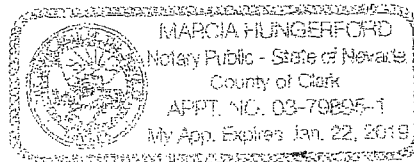
SHAFIK BROWN, INDIVIDUALLY



State of Nevada)
) ss
County of Clark)

Subscribed and sworn to before me
this 18 day of ~~November, 2016~~ March, 2017

Marcia Hungerford
Notary Public



200,000
2017

March 15,

Secured Promissory Note

FOR VALUE RECEIVED, the undersigned, SHAFIK BROWN, an individual, and SHAFIK HIRJI, an individual, BOULEVARD FURNITURE, INC., a Nevada Corporation, and FRANCCARE, INC. d.b.a. PURRFECT AUTO (collectively the "Borrower"), promises to pay Two Hundred Thousand Dollars (\$200,000.00), together according to the terms of this secured promissory note (this "Note"), to the order of TRATA, INC. (together with any future holder, the "Lender"). Capitalized terms used but not defined in this Note shall have the meanings assigned to them in the Security Agreement.

1. CONTRACT INTEREST RATE

The Borrower has agreed to repay the principle amount of \$200,000.00 ("Principal") plus interest shall be payable as set forth below. Interest payment shall be on a 48% annual repayment schedule.

2. SCHEDULED PAYMENTS

2.1 Monthly Payments

On the twentieth day of June, 2017 and on the twentieth day of each subsequent calendar month through June 2019, the Borrower shall pay an installment in the amount of Thirteen Thousand Dollars (\$13,000.00) which consists of \$8,000 interest and \$5,000 Principal repayment. Monthly installments of principal and interest shall be made when due, regardless of the prior acceptance by the Lender of the unscheduled payments.

2.2 Final Payment

The Loan shall mature on the twentieth day of June 2019 ("Maturity Date"), when the Borrower shall pay its entire remaining principal balance, together with all unpaid accrued interest and any other amounts owed by the Borrower under this Note or under any of the other documents entered into now or in the future in connection with the Loan ("Loan Documents").

3. APPLICATION OF MONTHLY PAYMENTS

When the Lender receives a monthly principal and interest payment, the Lender shall apply \$8000 to interest and then \$5,000 to reduction of the principal amount of this Note, unless other amounts are then due under this Note or the other Loan Documents. If other amounts are due when a regular monthly payment is received, the Lender shall apply the payment first to accrued interest and then, at its discretion, either to those other amounts or to principal.

4. LATE CHARGE

If a Default exists (as defined in Section 7 below) and is not cured within five days a \$5,000.00 late fee will be due and owing. For every additional five-day period that accrues after the monthly due date an additional \$5,000.00 late fee will be due and payable. If four late fees of

\$5,000 each are accrued by the Borrower in any one month the late fee when paid will serve to move that month's periodic payments that are scheduled but are in addition to.

5. INTEREST LATE CHARGE

If the Lender does not receive any scheduled monthly principal and interest payment on or before the tenth (10th) day of the calendar month in which it is due, the Lender will send the Borrower written Notice that a late charge equal to five percent (5%) of the late payment has accrued. The Borrower shall pay any such late charge on or before the tenth day of the calendar month following the month during which the late payment was scheduled to have been received. Interest on unpaid late charges shall, at the Lender's discretion, accrue at the Note Rate beginning on the first day of the calendar month following their accrual.

6. PREPAYMENT

This Note may be prepaid in full without penalty after one year of scheduled payments.

7. DEFAULT

A default on this Note ("Default") shall exist if (a) the Lender fails to receive any required installment payment on or before the twenty-fifth (25th) day of the calendar month in which it is due, (b) the Borrower fails to pay the matured balance of this Note on the maturity Date or (c) a "Default" exists as defined in any other Security Agreement. If a default exists and the Lender engages counsel to collect any amount due under this Note or if the Lender is required to protect or enforce this Note in any probate, bankruptcy or other proceeding, then any expenses incurred by the Lender in the respect of the engagement, including the reasonable fees and reimbursable expenses of counsel and including such costs and fees which relate to issues that are particular to any given proceeding, shall bear interest at the Default Rate. Such fees and expenses include those incurred in connection with any action against the Borrower for a deficiency judgment after a foreclosure or trustee's sale of the Real Property under the Deed of Trust (defined below), including all of the Lender's reasonable attorneys' fees, property appraisal costs and witness fees.

8. ACCELERATION

If a Default exists, the Lender may, at its option, declare the unpaid principal balance of this Note to be immediately due and payable, together with all accrued interest on the indebtedness, all costs of collection (including reasonable attorneys' fees and expenses) and all other charges due and payable by the Borrower under this Note or any other Loan Document. If the subject Default has arisen from a failure by the Borrower to make a regular monthly payment of principal and interest, the Lender shall have given the Borrower at least three (3) Business Days' advance notice of its intent to do so.

If the subject Default is a Curable Nonmonetary Default, the Lender shall exercise its option to accelerate only by delivering Notice of acceleration until (a) the Borrower has been given any required Notice of the prospective Default and (b) any applicable cure period has expired.

Except as expressly described in this Section, no Notice of acceleration shall be required in order for the Lender to exercise its option to accelerate the Indebtedness in the event of Default.

9. SECURITY

This Note is secured by a Security Agreement and Fixture Filing (the "Security Agreement") granted by the Borrower to Lender granting a security interest in certain collateral and personal property as well as four (4) automobile repair stations commonly known as Purfect Auto Service # 515 owned by S550 Investments Inc, Purfect Auto Service #14 and USA Auto Service #3 and #4, all three owned by Gizmo Empowered, Inc. Borrowers hereby attest to full ownership of these 4 locations without any liens, loans or off balance sheet items. Reference is made to the Security Agreement for a description of the security and rights of the Lender. This reference shall not affect the absolute and unconditional obligation of the Borrower to repay the Loan in accordance with its terms.

10. SEVERABILITY

If any provision of this Note is held to be invalid, illegal or unenforceable in any respect, or operates, or would if enforced operate to invalidate this Note, then that provision shall be deemed null and void. Nevertheless, its nullity shall not affect the remaining provisions of this Note, which shall in no way be affected, prejudiced or disturbed.

11. WAIVER

Except to the extent that such rights are expressly provided in this Note, the Borrower waives demand, presentment for payment, notice of intent to accelerate, notice of acceleration, protest, notice of protest, dishonor and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note. Without affecting the liability of the Borrower under this Note, the Lender may release any of the Property, grant any indulgence, forbearance or extension of time for payment, or release any other person now or in the future liable for the payment or performance of any obligation under this Note or any of the Loan Documents.

The Borrower further (a) waives any homestead or similar exemption; (b) waives any statute of limitation; (c) agrees that the Lender may, without impairing any future right to insist on strict and timely compliance with the terms of this Note, grant any number of extensions of time for the scheduled payments of any amounts due, and may make any other accommodation with respect to the Indebtedness evidenced by this Note; (d) waives any right to require a marshaling of assets; and (e) to the extent not prohibited by applicable law, waives the benefit of any law or rule of law intended for its advantage or protection as a debtor or providing for its release or discharge from liability under this Note, excepting only the defense of full and complete payment of all amounts due under this Note and the Loan Documents.

12. VARIATION IN PRONOUNS

All the terms and words used in this Note, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this note or any

paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

13. COMMERCIAL LOAN

The Borrower hereby represents and warrants to the Lender that the Loan was made for commercial or business purposes, and that the funds evidenced by this Note will be used solely in connection with such purposes.

14. REPLACEMENT OF NOTE

If this Note is lost or destroyed, the Borrower shall, at the Lender's request, execute and return to the Lender a replacement promissory note identical to this Note, provided the Lender delivers to the Borrower an affidavit to the foregoing effect. Upon delivery of the executed replacement Note, the Lender shall indemnify the Borrower from and against its actual damages suffered as a result of the existence of two Notes evidencing the same obligation. No replacement of this Note under Section shall result in a novation of the Borrower's obligations under this Note.

15. GOVERNING LAW

This Note shall be construed and enforced according to, and governed by, the laws of Nevada without reference to conflicts of laws provisions which, but for this provision, would require the application of the law of any other jurisdiction.

16. TIME OF ESSENCE

In the performance of the Borrower's obligations under this Note, time is of the essence.

17. NO ORAL AGREEMENTS

THIS NOTE, ANY SECURITY AGREEMENT AND ANY CONFESSION OF JUDGMENT, EMBODY THE FINAL, ENTIRE AGREEMENT OF THE BORROWER AND THE LENDER AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE LOAN AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE BORROWER AND THE LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND THE LENDER. THE PROVISIONS OF THIS NOTE AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE BORROWER AND THE LENDER.

W

W

W

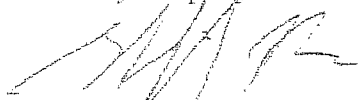
11
11
11
11
11
11

18. THE PARTIES FURTHER AGREE TO WAIVE ALL PROVISIONS OF CHAPTER 604A OF THE NEVADA REVISED STATUTES AND THE BORROWER SPECIFICALLY WAIVES ANY AND ALL PROSECUTIONS, DEFENSES AND CAUSES OF ACTIONS UNDER NRS 604A.010-604A.940 AS AGAINST THE LENDER. THE PARTIES FURTHER AGREE THAT THIS IS NOT A CONSUMER LOAN, BUT IS A COMMERCIAL LOAN BETWEEN EXPERIENCED BUSINESS AND PARTIES.

NOT A CONSUMER LOAN, BUT A COMMERCIAL LOAN BETWEEN
EXPERIENCED BUSINESSES AND PARTIES

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date first above written.

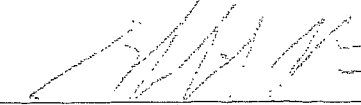
FURNITURE BOUTIQUE LLC, a Nevada
limited liability company

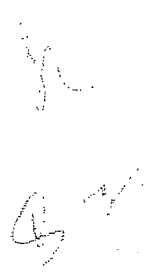
By: 
Shafik Brown, Managing Member

SHAFIK BROWN, an individual

By: 
Shafik Brown

BOULEVARD FURNITURE, INC., a Nevada
corporation

By: 
Shafik Brown, President



SHAFIK HIRJI, an individual

By: 

Shafik Hirji

GIZMO EMPOWERED INC d/b/a PURRFECT
AUTO #14 and USA Auto #3 &4

By: 

Shafik Brown, President

S550 INVESTMENTS INC d/b/a PURRFECT
AUTO SERVICE # 515

By: 

Shafik Brown, President

OPTION AGREEMENT FOR SALE OF LLC INTEREST

THIS OPTION AGREEMENT FOR SALE OF LLC INTEREST (this "Agreement") is dated as of March 17, 2017 (the "Effective Date"), and is made and entered into by and between Trata, Inc., a Nevada corporation ("Buyer") and Shafik Brown, an individual and Shafik Hirji, an individual (hereafter "Seller"), in connection with Seller's sale of fifty percent (50%) interest in the entirety of a business whose operations are at 1405 W. Sunset Blvd., Henderson, NV 89014 (the "Company") to Buyer. The primary purpose of this business is retail sale of consumer furniture.

- A. Seller is the beneficial and record owner of one hundred percent (100%) of the membership interests in the Company.
- B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller fifty percent (50%) of Seller's membership interest in the Company (the "Seller's Interest") on the terms and conditions set forth in this Agreement.

Therefore, Buyer and Seller agree as follows:

ARTICLE I

OPTION FOR SALE AND PURCHASE

- 1.1 Option. Seller hereby grants to Buyer an exclusive and irrevocable option to purchase Seller's Interest in whichever Company is operating the furniture business at the referenced location:
 - 1.1.1 Option Period: The initial option period ("Initial Period") shall commence on the date hereof and shall continue for a period of 120 months following the Effective Date of this Agreement.
 - 1.1.2 Option Payment: Buyer shall pay to Seller ten dollars (\$10), promptly upon execution of this Agreement.
- 1.2 Purchase Price/Exercise of Option. If Buyer exercises its option, Buyer is to tender payment of one dollar (\$1.00) (the "Purchase Price") to Seller. The option, if exercised, shall be exercised by written notice.
 - 1.2.1 Sale and Purchase of Seller's Interest. On the date in which Buyer exercises its option and tenders payment of the Purchase Price (the "Exercise Date"), Seller shall sell, assign, and transfer to Buyer Seller's Interest in the Company, and Buyer shall purchase, acquire, and accept Seller's Interest from Seller.
- 1.3 Secured Promissory Note. On the Effective Date of this Agreement, Buyer shall deliver to Seller a Secured Promissory Note in the form of that attached hereto as Exhibit "A" (the "Secured Promissory Note") in the amount of Two Hundred Thousand Dollars (\$200,000). The Secured Promissory Note shall be secured by a pledge of Seller's entire

ownership interest in BOULEVARD FURNITURE, INC., a Nevada Corporation, and 4 automobile repair locations as listed in Exhibit "B" which consists of PURRFECT AUTO and USA Auto, which pledge agreement shall be in the form of that attached hereto as Exhibit "B" (the "Pledge Agreement"), and shall be guaranteed by Shafik Brown and Shafik Hirji in the form of that attached hereto as Exhibit "C" (the "Guaranty"). Seller shall also deliver to Buyer a signed UCC-1 Statement, suitable for filing in the State of Nevada.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

2.1 Authority and Capacity. Seller is composed of two individuals who maintain the entirety of the ownership interests in Company and have all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other than Seller is necessary. Seller warrants that the corporate entity that is being sold herein is the sole entity that operates the furniture business at the specified location and that such entity functions as its own cost center in relation to a larger framework of furniture corporations and locations that are also owned by Seller.

2.2 Agreement Will Not Cause Breach or Violation. The execution, delivery and performance of this Agreement by Seller does not and the consummation of the transaction contemplated hereby will not (a) conflict with any provision of Seller's charter documents; (b) result in a breach of or default under any other agreement to which Seller is a party or by which it is bound; or (c) violate any law applicable to Seller or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller.

2.3 Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms. In the event that Furniture Boutique, LLC is not the corporation that owns or operates the furniture business at the location, then the Sellers shall offer a 50% ownership interest in whichever corporation that in actuality owns and operates the furniture business at that location.

2.4 Title to Seller's Interest. Seller is the lawful record and beneficial owner of all of Seller's Interest, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. On the Exercise Date, the Operating Agreement of the Company showing ownership of the membership interests of the Company shall be amended to memorialize this transaction and to show that Buyer owns 50% of the membership interests in the Company, subject to the terms of this Agreement and the Pledge Agreement. Seller shall sign such documents and provide such certificates as may be required to evidence the sale of Seller's Interest.

2.5 Absence of Liabilities. To the actual knowledge of Sellers, with duty of inquiry or investigation, there are no material debts, liabilities or obligations of any nature, whether

accrued, absolute, contingent, or otherwise, that are not reflected on the Company's balance sheet.

2.6 Compliance with Laws. To the actual knowledge of Sellers, the Company has not received notice that it is in violation of any applicable federal, state, or local statute, law, ordinance, or regulation affecting the operation of the Company's business.

2.7 Absence of Litigation. To the actual knowledge of Seller, the Company has not received notice of any pending or threatened suit, action, arbitration, or legal or administrative proceeding or investigation affecting the Company or its business.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Buyer hereby represents and warrants to Seller as follows:

3.1 Authority and Capacity of Seller; No Default of Company. Seller has all requisite power, authority and legal capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller does not and the consummation of the transaction contemplated hereby will not (a) conflict with any provision of the Seller's charter documents; (b) result in a breach of or default under any other agreement to which the Seller or the Company is a party or by which either is bound; or (c) violate any law applicable to Seller, or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon Seller. There are no restrictions on the sale, transfer, or pledge of the Company membership interests in the any contracts to which the Company is a party.

3.2 Binding Agreement. This Agreement has been duly and validly executed and delivered by Buyer and constitutes both Buyer's and Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

3.3 Buyer's Knowledge of Company. Buyer does not currently own any equity in the Company and Buyer is purchasing Seller's Interest in reliance on the representations and warranties made by Seller's knowledge of the Company.

ARTICLE IV COVENANTS OF SELLER; POST-CLOSING MATTERS

4.1 Lease. Seller is party to a lease for certain premises located at 1405 W. Sunset Blvd., Henderson, NV 89014 pursuant to which SS Capital, LLC is the Landlord (the "Lease"). Such lease is attached herein and incorporated by reference.

4.2 Assignment. Seller will assign fifty percent (50%) of the Lease to Buyer upon written request of Buyer

4.3 Notification of Transaction. Seller shall make such filings with the Securities and Exchange Commission as may be required in connection with this transaction. Buyer and Seller may make such public announcements (including, without limitation, press releases and announcements in trade and industry publications and publications of general interest) as each deems appropriate; provided, however, that such public announcements shall be subject to review and approval by the other party, to be granted or denied within three business days of request, with consent not to be unreasonably withheld and with silence being deemed consent. The parties shall reasonably cooperate with each other in making such announcements and filings.

4.4 Trademarks and Tradenames. As of the Effective Date, Seller shall assign to the Company, to the extent owned by Seller, without warranty, the sole and exclusive right to use the names "Furniture Boutique", "Furniture Fashions" and any similar name or forms thereof, and Seller shall have no right to use any of the foregoing names from and after the Effective Date unless otherwise agreed.

4.5. Indemnification.

4.5.1 Indemnification by Seller. Seller shall indemnify, defend, and hold Buyer, and each of Buyer's members, officers, directors, employees, and agents harmless from and pay any and all losses, costs, damages, claims, obligations, liabilities and expenses (including, without limitation, all reasonable attorneys' fees and costs), whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims (collectively, "Claims"), directly or indirectly resulting from, relating to, arising out of or attributable to any of the following: (a) any breach of any representation or warranty Seller has made in this Agreement; (b) any breach, violation or default by Seller of any covenant, agreement or obligation of Seller in this Agreement; (c) any grossly negligent or willful misconduct of Seller in connection with the Company occurring prior to the Effective Date.

4.6 Amendment to Operating Agreement; Issuance of Certificates. Immediately following the Exercise Date, Seller and Buyer shall cause the Company to amend its Operating Agreement to reflect the transfer of equity to Buyer, and to authorize and require the issuance of membership certificates and a reference to the Pledge Agreement.

ARTICLE V
MISCELLANEOUS

5.1 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

5.2 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Nevada without reference to, and regardless of, any applicable choice or conflicts of laws principles.

5.3 Counterparts and Signatures. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. Signatures by facsimile or electronic means shall be valid and enforceable; provided, however, that the Buyer shall deliver to the Seller the originally signed Secured Promissory Note, and Pledge Agreement.

5.4 Further Assurances. Each of the parties hereto shall from time to time at the request of the other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as the other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

5.5 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision hereof is determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, such provision shall be limited to the extent necessary to make it valid and enforceable, or if necessary, severed from this Agreement, and the remainder of the Agreement shall be in full force and effect.

5.6 Attorneys' Fees. If either party brings a claim or lawsuit against the other party to this Agreement to interpret or enforce any of the terms of this Agreement, or to interpret or enforce the Secured Promissory Note, or the Pledge Agreement, the prevailing party shall, in addition to all other damages, be entitled to reasonable attorneys' fees and costs, costs of witnesses, and costs of investigation from the non-prevailing party.

5.7 Amendment and Termination. This Agreement may be amended or terminated only upon a writing executed by both Buyer and Seller.

5.8 Successors and Assigns. Subject to the provisions of this Agreement relating to the transferability of Seller's Interest, this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns. Whenever appropriate in this Agreement, references to Buyer or Seller shall be deemed to refer to such company's successors or assigns.

5.9 Dispute Resolution.

5.9.1 Arbitration. All disputes concerning this Agreement shall be settled by arbitration, before one arbitrator, in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. The arbitrator shall be selected in accordance with such commercial arbitration rules. A party is entitled to initiate an arbitration proceeding if a dispute cannot be resolved amicably within ten days after the other party has been notified of the existence of the dispute. The arbitrator is authorized to grant injunctive relief and/or specific performance in addition to monetary relief. The arbitrator hereby is instructed to interpret and enforce this Agreement in strict accordance with its terms, and in accordance with Nevada law. All arbitration proceedings shall be held in Clark County, Nevada.

5.9.2 Equitable Relief. Notwithstanding the foregoing, each party is entitled to bring an action for temporary or preliminary injunctive relief at any time in any court of competent

jurisdiction in order to prevent irreparable injury that might result from a breach of this Agreement. Furthermore, upon the occurrence of an event of default, Buyer is entitled to exercise all of the rights and remedies described in this Agreement and, at any time, to bring an action in a court of competent jurisdiction (or, at its election, to initiate an arbitration proceeding) for purposes of enforcing the terms of this Agreement.

\\

\\

\\

\\

\\

\\

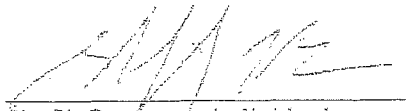
\\

\\

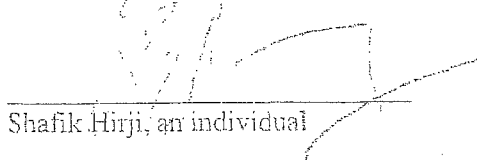
5.9.3 Award. The award of the arbitrator in any arbitration proceeding shall be final and may be enforced in any court of competent jurisdiction, and an action to compel arbitration may be brought in any court of competent jurisdiction. The unsuccessful party to any arbitration proceeding or to any court action that is permitted by this Agreement shall pay to the successful party all costs and expenses, including, without limitation, reasonable attorneys' fees and the fees of the arbitrator, incurred therein by the successful party. EACH PARTY AGREES THAT, TO THE EXTENT PERMISSIBLE BY LAW, ALL RIGHTS TO A TRIAL BY A JURY OF ANY CLAIM CONCERNING THIS AGREEMENT ARE ABSOLUTELY AND FOREVER WAIVED.

Executed as of the date first above written.

Seller:

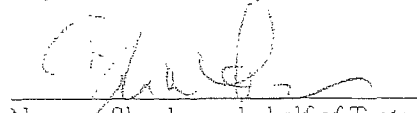


Shafik Brown, an individual



Shafik Hirji, an individual

Buyer:



Navneet Sharda, on behalf of Trata, Inc., a Nevada corporation

EXHIBIT “12”

Gordon Silver Acknowledgment of Assignment
of Judgment filed April 6, 2017



CLERK OF THE COURT

GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

CASE NO.: A-15-712697-C
DEPT. NO.: XVI

**ACKNOWLEDGEMENT OF
ASSIGNMENT OF JUDGMENT**

1. A judgment in the above case was entered on September 8, 2015 in the principal amount of FIFTY SEVEN THOUSAND THREE HUNDRED NINETY SIX AND 67/100 DOLLARS (\$57,396.67) together with prejudgment interest accruing at the contract rate of 12% per annum plus attorney's fees of ONE THOUSAND FOUR HUNDRED SIXTY FOUR and 50/100 DOLLARS (\$1,464.50) and costs of THREE HUNDRED EIGHTY ONE and 35/100 DOLLARS (\$381.35).

2. The judgment further awards post-judgment interest at the contract rate of 12% per annum.

3. No payments have been made by the Judgment Debtor.

4. Gordon & Silver, Ltd. is the judgment holder in the case and I am the authorized representative of Gordon & Silver, Ltd.

5. Gordon & Silver, Ltd. hereby assigns the entire remaining balance of the judgment to:

Steve Barkel
1027 S Rainbow Blvd #257
Las Vegas, NV 89145
702-561-4000

DATED this 14 day of April, 2017.

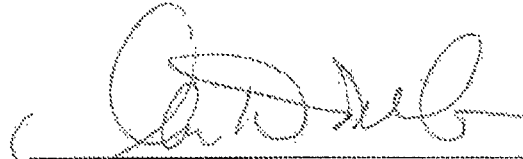
GORDON SILVER

MARK S. DZARNOSKI, President
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, an employee of Gordon Silver, hereby certifies that on the 6th day of April, 2017, she served a copy of ACKNOWLEDMENT OF ASSIGNMENT OF JUDGMENT on all interested parties, by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, NV 89121



Amia Diallo, an employee of
GORDON SILVER

EXHIBIT “13”
Confidential Settlement Agreement

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional corporation,
Plaintiff,
vs.
NAVNEET N. SHARDA,
Defendant.

) CASE NO.: A-15-712697-C
) DEPT. NO.: XVI
) SETTLEMENT AGREEMENT
)
)
)
)

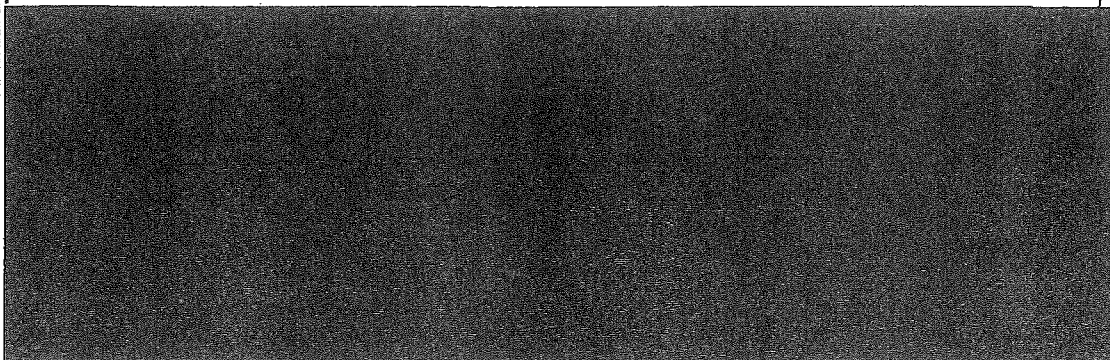
SETTLEMENT AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of this 29TH day of July 2017 (the "Effective Date") by and between STEVEN BARKET ("Plaintiff"), Assignee from GORDON SILVER, on the one hand and NAVNEET N. SHARDA ("Defendant") on the other hand. Each may be referred to individually as "Party" or collectively as "Parties" herein.

1. Agreement. the parties do hereby covenant and agree as follows.

2. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged. The Parties agree to the following terms:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



ii. Assignment of Promissory Notes. Defendant shall assign all rights, title and interest in the five (5) promissory notes, together with their corresponding UCC (1) agreements, Confession of Judgment and other documentation with an estimated principal balance of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) which is accruing interest at an annual rate of forty percent (40%) to Plaintiff or his assigns;

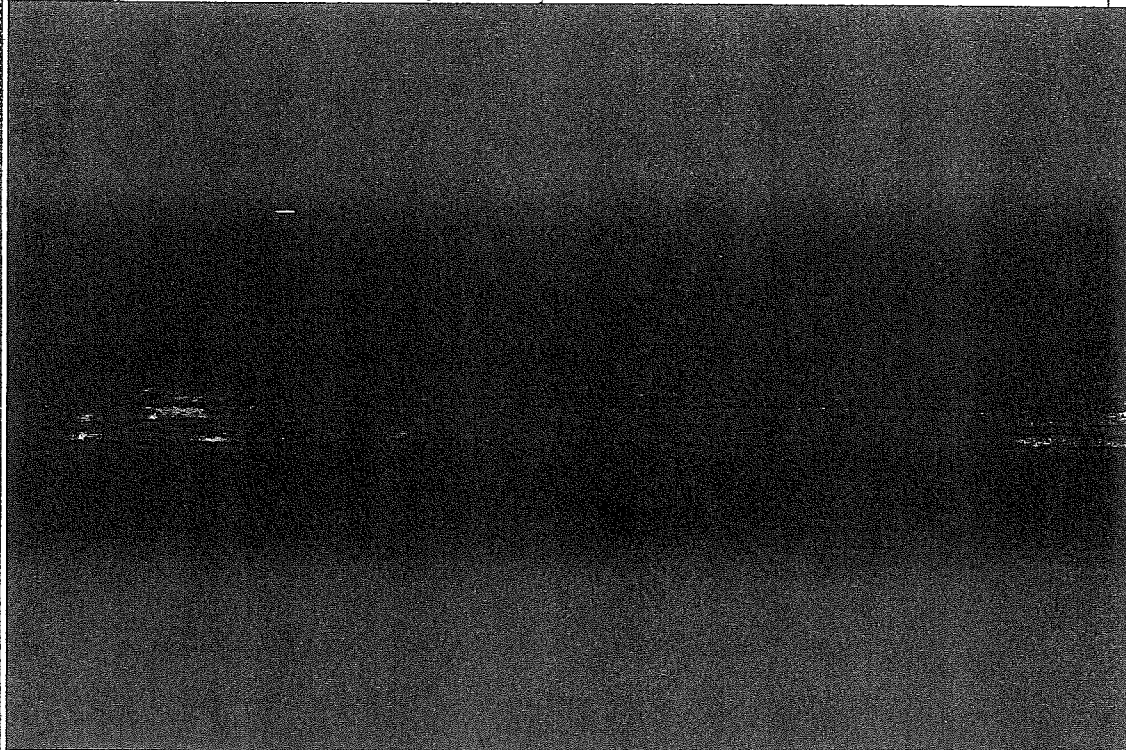
iii. Collection of Promissory Notes. Plaintiff shall coordinate the collection efforts of the Promissory Notes utilizing Mazur & Brooks for an aggressive post-judgment attachment and execution efforts.

1. Collection Costs. Attorneys' Fees and collection costs shall be borne by Defendant pursuant to an agreed upon plan of collection.

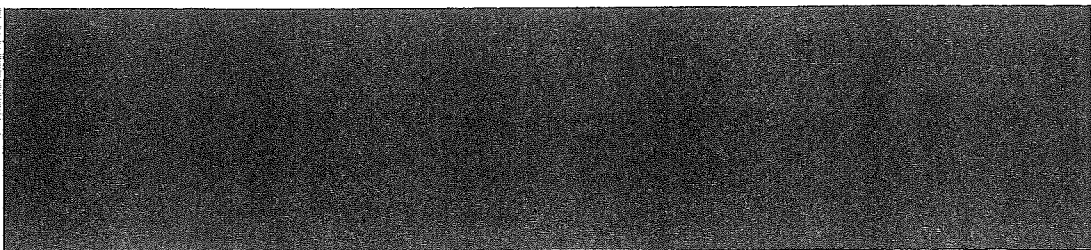
2. Distribution of Sums Recovered. The Parties agree to distribute the funds collected on the Promissory Notes as follows:

1 a. Repayment to principal balance due on each Promissory
2 Note to Defendant until such time that the principal balance
3 due is paid in full.
4

5 b. After the principal balance has been repaid, then any sums
6 collected shall be distributed equally between the Parties
7 (50%/50%).
8



9
10
11
12
13
14
15
16
17
18
19
20
21
22 iv. Dismissal of Lawuit Barket, G65 Ventures v. Hirji, Brown, Sharda,
23 Furniture Boutique, LLC et al, Case No. A-17-75674-C (Lawsuit A-17-
24 75674-C"). The Parties agree that Plaintiff will dismiss Sharda from the
25 Lawsuit A-17-75674-C. Further, Plaintiff may, at Plaintiff's option, file a
26 notice of withdrawal of opposition or seek a continuance of the hearing to
27 Defendant Hirji, Brown and Furniture Boutique LLC's Motion to Dismiss.
28



vi. Confidentiality. This Agreement shall be confidential between the Parties and only disclosed pursuant to a Court order or by mutual written agreement of the parties.

vii. Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

viii. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

PLAINTIFF:

DEFENDANT:

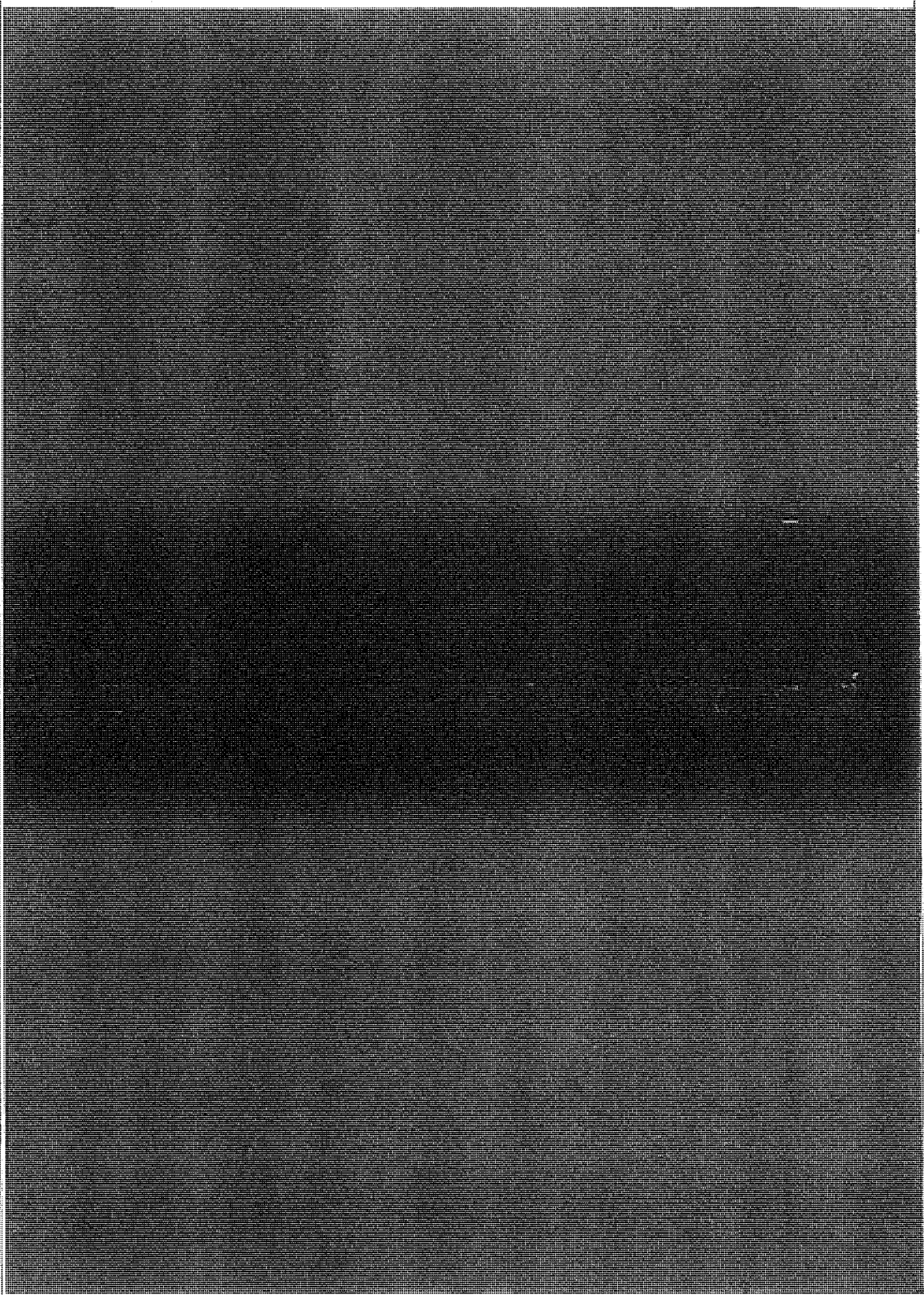
By: 

Steven Barket, assignee

By: 

Navneet N. Sharda

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

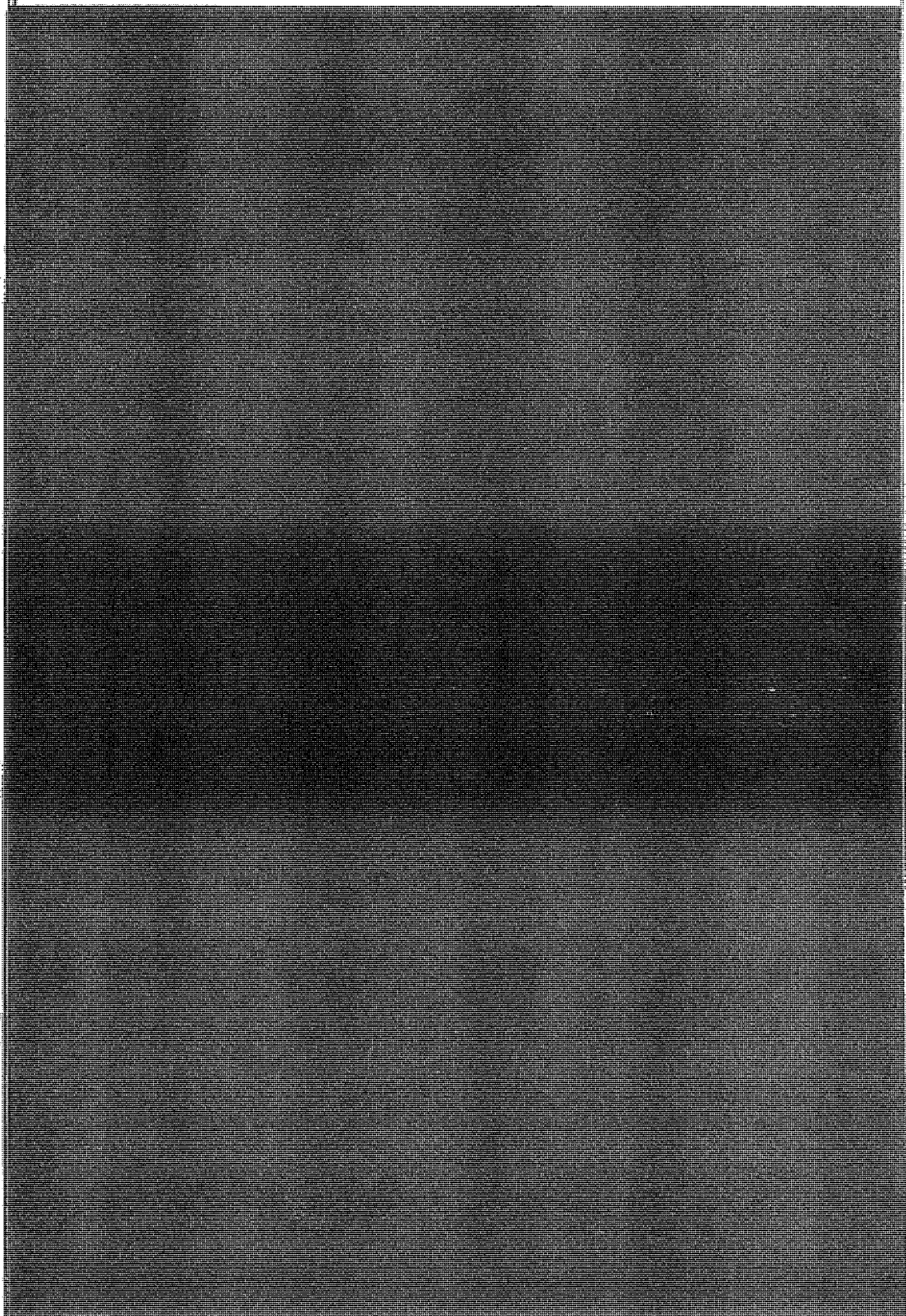


EXHIBIT “14”
Declaration of Michael Mazur

1 DECL
MCDONALD LAW OFFICES
2 BRANDON B. MCDONALD, ESQ.
Nevada Bar No. 011206
3 CHARLES ("CJ") E. BARNABI JR. ESQ.
Nevada Bar No. 14477
4 2451 W Horizon Ridge Pkwy, #120
Henderson, Nevada 89052
5 Telephone: (702) 992-0569
6 Facsimile: (702) 992-0569
Attorneys for Plaintiffs/Counter-Defendant

7
8 EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC., a Nevada Limited Liability
Company.

11 Plaintiffs,

12
13 vs.

14 SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; and NAVNEET SHARDA, an
15 individual; FURNITURE BOUTIQUE, LLC., A
Nevada Limited Liability Company, and DOES I-
16 X, inclusive and ROE CORPORATIONS XI
through XX,

17
18 Defendants.

19 SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; NAVNEET SHARDA, an individual;
20 FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; TRATA, INC. a
21 Nevada Limited Liability Company,

22 Counterclaimants,

23
24 vs.

25 STEVEN BARKET, an individual,
26 Counter-defendant.

Case No.: A-17-756274-C
Dept. No.: XVIII

1 STATE OF NEVADA
2 COUNTY OF CLARK

3 **DECLARATION OF MICHAEL D. MAZUR, ESQ. IN SUPPORT OF**

4
5 I, Michael D. Mazur, Esq., hereby declare under penalty of perjury under the laws of the
6 State of Nevada that, to the best of my knowledge, information and belief, the following facts are
7 true and accurate.

8 1. I am the attorney of record for Steven Barket, the Assignee and Judgment Creditor
9 in the case Eighth Judicial District Court of Clark County Nevada entitled *Gordon Silver v.*
10 *Navneet N. Sharda*, Case Number A-15-712697-C (the "Gordon Silver Lawsuit").

11 2. On January 21, 2005, Gordon Silver, by and through their attorneys of record, filed
12 the Gordon Silver Lawsuit complaint against Defendant Navneet N. Sharda for his failure to pay
13 for legal services rendered.

14 3. On September 8, 2015, Plaintiff received a Default Judgment against the
15 Defendant Sharda, in the principal sum of \$57,396.67, plus \$1,464.50 for attorneys' fees and
16 \$381.35 in costs (the "Judgment"). Additionally, the Judgment accrued interest at the annual
17 contract rate of 12% per annum in the amount of \$14,014.23.

18 4. On April 6, 2017, Plaintiff assigned all rights, title and interest in the Judgment to
19 Stephen Barket (the "Assignee" and/or "Judgment Creditor"). On April 6, 2017, an
20 Acknowledgement of Assignment of Judgment was filed.

21 5. On June 2, 2017, Judgment Creditor executed upon the Defendant Sharda's assets
22 via a Writ of Execution / Attachment and Defendant Sharda was served at Defendant's
23 residential address. Defendant's counsel, Bryan Naddafi, Esq. contacted Mr. Mazur, Esq. via
24 telephone to discuss the seizure.

25 **FAILURE TO APPEAR AT THE JUDGMENT DEBTOR'S EXAMINATION**

26 6. On May 11, 2017, the Judgment Creditor filed an *Ex Parte Motion for Order*
27 *Allowing Examination of Judgment Debtor*. The Order allowing Examination of Debtor was
28 personally served upon Defendant on June 15, 2017 by Gerald R. Fitsimmons, a licensed process
server (License No. R-003971) employed by Clark County Process Service LLC (State License
No 2031C). On June 14, 2017, Defendant, Navneet N. Sharda was served with a Notice of Entry

1 of Order for the examination of Debtor. Defendant Sharda failed to attended the Court Ordered
2 Judgment Debtor's Examination scheduled for June 27, 2017. An Order to Show Cause was
3 issued for July 20, 2017.

4 7. On July 20, 2017, the Debtor personally appeared together with his counsel at the
5 hearing on the pending motions. The Court ordered Defendant Sharda to appear at the Judgment
6 Debtor's Examination.

7 JUDGMENT DEBTOR EXAMINATION OF DEFENDANT SHARDA

8 8. On July 29, 2017, Defendant Sharda and his attorney, Brian Nadaffi, Esq.
9 appeared for the Judgment Debtor Examination at 10:00 a.m. at the offices of Mazur & Brooks,
10 A PLC. During Defendant Sharda's testimony, he admitted to several acts that would subject
11 him to civil liability and outlined the locations of various assets that were secreted in foreign
12 countries and in a convoluted and complex structure made up of domestic corporations, non-
13 profit companies, foreign corporations and other entities based upon planning from his attorneys
14 and accountants. Each of which would place his assets outside the reach of his creditors and the
15 courts. During his testimony, he admitted that:

- 16 a. He owned several foreign entities that were domiciled in the Country of
17 Nevis.
- 18 b. That he had business entities that he failed to file annual U.S. Corporate Tax
19 Returns as required by law.
- 20 c. That he controls funds held in various investment accounts at #####
21 in excess of \$500,000 that would be sufficient to cover payment of the
22 Judgment.
- 23 d. Sharda, as the Court appointed Administrator of his father's probate estate,
24 admitted that he failed to include all of the assets as he was required to do
25 pursuant to his duties.
- 26 e. That Sharda received assets from his father, without receiving consideration,
27 prior to his father filing for U.S. Bankruptcy protection.
- 28 f. That Sharda is the Chairman and President of Cancer Care Foundation, Inc.,
a non-profit corporation. In that position, he diverted funds of the non-profit
for his own personal benefit by making loans in the amount of \$300,000 in
principal to Shafik Hirji and Boulevard Furniture, Inc. in 2016.

1 g. That Defendant Sharda did not suffer any economic damages in pending
2 litigation involving his loss of hospital privileges at Sunrise Hospital,
3 basically eviscerating any claims that he had filed against Sunrise Hospital.

4 9. In light of the admissions made during the examination, the parties went off the
5 record at 1:13 p.m. for a break. During the break we immediately began to discuss settlement
6 and repayment of the Judgment in full. During the settlement discussions, Defendant Sharda was
7 represented by counsel the entire time.

8 10. At no time did Steven Barket threaten Sharda, harass Defendant Sharda or apply
9 any pressure whatsoever to Defendant Sharda. Sharda never stated that he was ever threatened
10 or under duress. Sharda's counsel, Brial Nadaffi, Esq. never mentioned that Sharda was ever
11 threatened or under any type of duress or pressure. The parties were able to reach a mutually
12 agreeable agreement. Counsel for Defendant Sharada and myself jointly prepared the
13 Confidential Settlement Agreement which was signed by the parties in the presence of Brian
14 Nadaffi, Esq. and myself. Neither Sharda or his attorney vocalized any concerns during the
15 discussions leading up to the signing of the Settlement Agreement, during the signing nor after
16 the signing of the Confidential Settlement Agreement.

17 11. After the debtor's examination, Defendant appeared in court with his counsel on
18 many occasions. Not once did he claim that he had suffered any duress or threats as he has
19 alleged in his Opposition.

20 12. On October 31, 2017, Defendant filed a Motion to Set Aside Default Judgment
21 (the "Motion"). He did not raise any claims of duress or threats. Defendant Sharda filed an
22 Affidavit in Support on which was signed on September 5, 2017. In his Affidavit, Defendant
23 Sharda did not once mentions any harassment, duress or threats.

24 13. On November 21, 2017, a hearing was held on the Motion in front of the Hon.
25 Timothy Williams. No claims were made of duress or threats at the hearing. Defendant's
26 counsel failed to serve Mazur & Brooks with the Motion. As such the hearing was continued
27 until January 9, 2018.

28 14. On December 15, 2017, Judgment Creditor filed its Opposition to the Motion.

15 15. On December 29, 2017, Defendant filed a Reply. In the Reply, Defendant Sharda
16 submitted a second Affidavit in Support of the Motion. In the Affidavit, Sharda admits to
17 attending his debtor's examination. Defendant states that "during my Debtor's Examination, that
18 took place on July 29, 2017, I made (sic) aware of the possibility that I may not have actually

1 received the underlying Summons and Complaint.” (Sharda Affidavit, Page 2, Paragraph 9). No
2 other statements or declarations regarding duress, threats, settlement or harassment were made.

3 16. On January 9, 2018, the continued hearing was held and no claims were made of
4 duress or threats. The hearing was continued until January 16, 2018.

5 17. On January 16, 2018, the hearing was held and both Defendant Sharda and his
6 attorney, Brian Nadaffi, Esq. were present. Neither raised any claims or harassment, duress or
7 any threats whatsoever. At this hearing, the Defendant’s Motion to Set Aside the Default
8 Judgment was denied.

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct to the best of my knowledge.

11 Executed on December 11, 2018 in Las Vegas, Nevada.

12 
13 MICHAEL D. MAZUR, ESQ.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “15”

August 1, 2018 correspondence from Brandon
McDonald to Bryan Naddafi



McDONALD
LAW OFFICES, PLLC

BRANDON B. McDONALD, ESQ.

Physical Address:
2451 W. Horizon Ridge Parkway, Suite 120
Henderson, Nevada 89052
Telephone: (702) 385-7411

Email: Brandon@mcDonaldLawyers.com

Mailing Address
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Fax: (702) 992-0569

www.McDonaldLawyers.com

August 1, 2018

Via E-mail
Bryan Naddafi

Re: Barket v. Hirji
Case No.: A-17-75674-C

Mr. Naddafi:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After speaking to my client, I learned that a settlement agreement was executed between the two of them and that you were present for the settlement, along with my client's other attorney, Mike Mazur. I have attached a copy of the agreement to refresh your recollection.

We have asked you previously why you continue to move ahead with this case in spite of our understanding that there is a settlement. The fact that you continue to proceed with your client's case even though you knew of the settlement is a significant misrepresentation and it will be raised with the Court if we are required to file a Motion to Dismiss.

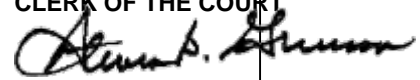
Please discuss this with your client and provide us with a response by Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and seek sanctions. We look forward to hearing from you.

McDONALD LAW OFFICES, PLLC

Brandon B. McDonald, Esq.

DOCUMENT “12”

DOCUMENT “12”



1 APPX
2 LAW OFFICE OF DANIEL MARKS
3 DANIEL MARKS, ESQ.
4 Nevada State Bar No. 002003
5 610 South Ninth Street
6 Las Vegas, Nevada 89101
7 (702) 386-0536; Fax (702) 386-6812
8 *Attorney for Defendants, Shafik Hirji,*
9 *Shafik Brown, and Furniture Boutique, LLC*

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 STEVEN BARKET, an individual; and G65
9 VENTURES, LLC, a Nevada Limited Liability
10 Company,

Case No.: A-17-756274-C
Case No.: A-18-770121-C
Dept. No.: IV

10 Plaintiffs,

11 vs.

12 SHAFIK HIRJI, an individual; SHAFIK
13 BROWN, an individual; and NAVEET
14 SHARDA, an individual; FURNITURE
15 BOUTIQUE, LLC, a Nevada Limited
16 Liability Company, and DOES I-X, inclusive
17 and ROE CORPORATIONS XI through XX.

15 Defendants.

17 NAVEET SHARDA, an individual;
18 TRATA, INC., a Nevada Corporation;

19 Counterclaimants,

19 vs.

20 STEVEN BARKET, an individual,

21 Counterdefendant.

Date of Hearing:
Time of Hearing:

22 SHAFIK HIRJI, an individual; SHAFIK
23 BROWN, an individual; and FURNITURE
24 BOUTIQUE, LLC, a Nevada Limited
25 Liability Company;

25 Counter-Claimants,

26 vs.

27 STEVEN BARKET, an individual,

28 Counter-Defendant.

**Appendices for Defendants' Motion
to Dismiss Plaintiffs' Complaint with
Prejudice and for Related Relief**
(Volume III of VIII)

1 MICHAEL AHDERS, an individual,
2 Plaintiff,
3 vs.
4 BOULEVARD FURNITURE, INC., a
5 Nevada corporation; SHAFIK HIRJI,
6 an individual; and SHAFIK
7 BROWN, an individual.
8 Defendants.

9
10 **APPENDICES FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS'**
11 **COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF**

12 **(Volume III of VIII)**

13 COMES NOW the Defendants, Boulevard Furniture, Inc.; Furniture Boutique, LLC,
14 Shafik Hirji; and Shafik Brown by and through their counsel, Daniel Marks, Esq., and Teletha L.
15 Zupan, Esq., of the Law Office of Daniel Marks, and hereby submit their Appendices for Their
16 Motion to Dismiss Plaintiffs' Complaint with Prejudice and For Related Relief:

17 **TABLE OF CONTENTS**

18 **VOLUME I**

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
1.	Affidavit of Shafik Hirji dated March 2, 2018	1-8
2.	Cancer Care's first confession of judgment, secured promissory note and security agreement;	9-26
3.	Ahders' confessioin of judgment, secured promissory note and security agreement;	27-43
4.	Cancer Care's second confession of judgment, secured promissory note and security agreement;	44-61
5.	Trata's first confession of judgment, secured promissory note and security agreement;	62-79
6.	Memorandum of Understanding;	80-82

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
7.	Checks to Barket;	83-90
8.	Declaration of Shafik Hirji;	91
<u>VOLUME II</u>		
9.	Trata Transcript from Evidentiary Hearing Day 1;	92-104
10.	Trata Transcript from Evidentiary Hearing Day 2;	105-112
11.	Trata's second confession of judgment,	
	secured promissory note and security agreement;	113-128
12.	Gordon Silver Acknowledgment of Assignment	
	of Judgment filed April 6, 2017;	129-131
13.	Confidential Settlement Agreement;	132-137
14.	Declaration of Michael Mazur;	138-142
15.	August 1, 2018 correspondence from Brandon	
	McDonald to Bryan Naddafi;	143
<u>VOLUME III</u>		
16.	Plaintiff's Opposition to Motion to Quash Order Allowing	
	Examination of Judgment Debtor and Writ of Execution	
	filed in the Gordon Silver Action on February 12, 2020;	144-213
17.	Cancer Care CIT Agreement;	214-247
<u>VOLUME IV</u>		
18.	Trata CIT Agreement;	248-281
19.	August 29, 2017 Email with attachments;	282-314
20.	Affidavit of Shafik Hirji dated November 30, 2017;	315-320
21.	Cancer Care and Trata Assignments;	321-322
22.	October 17, 2017 Correspondence re: notice of transfer;	323-327
23.	October 30, 2017 Correspondence re: call with Kim;	328-330
24.	November 2, 2017 Correspondence re: non-appearance;	332-334
25.	Cancer Care Notice of Entry of Order;	335-340

<u>EXHIBIT</u>	<u>TITLE/DESCRIPTION</u>	<u>DOC NOS.</u>
26.	Trata Notice of Entry of Order;	341-348
<u>VOLUME V</u>		
27.	Affidavit of Shafik Hirji dated December 26, 2017;	349
28.	photos taken during December 22, 2017 execution with publication from Steve Barket on his website shafikhirji.com;	350-358
29.	See Trata's Acknowledgment of Assignment of Judgment;	359-361
30.	Certified Records from Nevada Secretary of State for Brooklyn Asset Management, LLC;	362-371
31.	Account Transaction Details with Checks;	372-376
32.	Ahders' Notice of Entry of Order;	377-381
33.	Declaration of Teletha Zupan, Esq.;	382-383
34.	November 25, 2019 Correspondence re: demand;	384-385
35.	Ahders' confession of judgment;	386-402
36.	Ahders Notice of Entry of Order;	403-406
37.	Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment;	407-443
<u>VOLUME VI</u>		
38.	Opposition to Plaintiff's Motion to Enforce the Settlement Agreement and Motion to Amend Prior Judgment; and	444-524
39.	Various cash withdrawals to pay Barket.	525-534
40.	Postcards/Mailers	535
41.	Declaration of Shafik Hirji dated July 28, 2020	536-538
<u>VOLUME VII</u>		
42.	shafikhirji.com website	539-613
43.	shadyshafik.com website	614-619
44.	klastv.vegas website	620-627

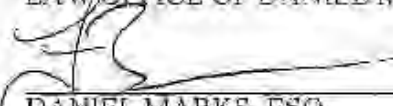
EXHIBIT TITLE/DESCRIPTION DOC NOS.

VOLUME VIII

45. danielmarksexamined.com website 628-646
46. Declaration of Michael Alders 647-649

DATED this 28 day of July, 2020.

LAW OFFICE OF DANIEL MARKS


DANIEL MARKS, ESQ.
Nevada State Bar No. 002003
TELETHA ZUPAN, ESQ.
Nevada State Bar No. 012660
610 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Law Office of Daniel Marks and that on the 29th day of July, 2020, pursuant to NRCP 5(b) and Administrative Order 14-2, I electronically transmitted a true and correct copy of the above and foregoing **DEFENDANTS' MOTION TO APPENDICES VOLUME III of VIII FOR DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT WITH PREJUDICE AND FOR RELATED RELIEF** by way of Notice of Electronic Filing provided by the court mandated E-file & Serve system to the following:

Charles Barnabi, Esq.,
375 E. Warm Springs Road, Ste. 104
Las Vegas, Nevada 89119
Attorney for Plaintiffs

Harold P. Gewerter, Esq.
HAROLD P. GEWERTER, ESQ. LTD.
Attorney for Defendants, Navneet Sharda and Trauu, Inc.


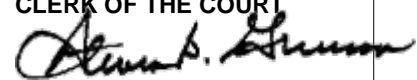

An employee of the
LAW OFFICE OF DANIEL MARKS

EXHIBIT “16”

Plaintiff’s Opposition to Motion to Quash Order
Allowing Examination of Judgment Debtor and
Writ of Execution filed in the Gordon Silver
Action on February 12, 2020



OPPS
THE BARNABI LAW FIRM, PLLC
CHARLES (“CJ”) E. BARNABI JR., ESQ.
Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Email: cj@barnabilaw.com
Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff/Judgment Creditors,

vs.

NAVNEET N. SHARDA;

Defendant/Judgment Debtor.

Case No.: A-15-712697-C
Dept. No.: XVI

Hearing Date: March 24, 2020
Hearing Time: 9:00 AM

**PLAINTIFF’S OPPOSITION TO MOTION TO QUASH ORDER ALLOWING
EXAMINATION OF JUDGMENT DEBTOR AND WRIT OF EXECUTION**

Judgment Creditors, by and through their counsel of record CJ Barnabi, Esq. of The Barnabi Law Firm, PLLC, file this Opposition to Judgment Debtors Motion to Quash Order Allowing for Judgment Debtor Examination and Writ of Execution (the “Motion”). Judgment Debtor fails to inform this Court that pursuant to the Settlement Agreement¹, which they have not provided to this Court, that it plainly states that only after Sharda complies with several other terms of the settlement only then would “Plaintiff provide a signed original satisfaction.” As admitted in the Motion, “both Sharda and Barket had a disagreement concerning collateral terms of the Settlement Agreement (i.e. terms other than the payment of the Gordon Silver Default

¹ As the Settlement Agreement contains a confidentiality provision, this Motion will be served and e-filed separately, with certain portions being redacted in the e-filed version. A courtesy copy of the document will be provided to the Court.

Judgment).” Motion, Declaration of Harold Gewerter, p. 3:23-26.² However, there are no “collateral terms” and satisfaction of the judgment was conditioned on full compliance – not partial compliance. Sharda is not afforded to “pick and choose” which conditions of the Settlement Agreement he fulfills to obtain a satisfaction – especially when he and his counsel have submitted a Declaration and filing claiming that the Settlement Agreement is void, and they now at least concede that the Settlement Agreement must have at least some binding effect.

Mr. Gewerter claims on behalf of Sharda that the payment of \$114,764.24 was the Default Judgment plus two years interest. That cannot be as the Default Judgment for \$59,242.52 and interest for two years at 12% would amount to \$73,460.72. As the two figures differ by approximately \$40,000, this further undermines the claim that the Default Judgment was paid in full and the payment of \$114,764.24 appears to be a further condition of the Settlement Agreement.³ This likewise undermines any claims of purported fraud on the Court, because the explanation provided fails to consider that the payment was independent of the Default Judgment but necessary to satisfy all the terms of the Settlement Agreement. Therefore, Sharda would not be entitled to an offset. For these reasons and the others stated herein, the

² As discussed herein this is the same Settlement Agreement which Mr. Gerwerter and Sharda represented to the Court in Case No. A-17-756274-C was void because Sharda was supposedly threatened with grievous bodily harm. Yet in this matter now, Mr. Gewerter and Sharda act as if the Settlement Agreement is partially binding, and if Sharda supposedly complies with a portion of the Settlement Agreement, he is somehow released from his liability to fulfill all the conditions of the Settlement Agreement, because he complied with the “monetary portion.” Yet several requirements of the Settlement Agreement involved money, including assignment of \$1,500,000 in confessions of judgment and promissory notes (five in total), payment of attorney’s fees and costs for collection and attorney’s fees and costs for failing to adhere to the Settlement Agreement, etc. It is partially for this reason that the Plaintiff’s Motion to Enforce Settlement Agreement and Motion to Amend Prior Judgment was filed on January 20, 2020, to resolve the spurious allegations that the Settlement Agreement is void based on threat of harm and to compel Sharda’s compliance and/or amend the judgment; which now seems a necessity since Sharda now claims that the Settlement Agreement is at least partially binding – but not completely binding.

³ The undersigned also assumed and believed based on conversations with staff counsel for Mr. Gewerter’s office that the \$114,764.24 was based on a calculation of the Default Judgment. But based on the explanation of Mr. Gewerter, that assumption fails as there must be some other reasoning.

Motion must be denied.

This Opposition is based on the following Memorandum of Points and Authorities, and any arguments which this Court may entertain at the time of this hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

BRIEF STATEMENT OF FACTS

A. Barket Obtains the Judgment and the Parties Execute a Settlement Agreement.

1. On September 8, 2015 Gordon Silver obtained a default judgment against Defendant Navneet N. Sharda in this matter (the “Judgment”), which was noticed to Sharda. Notice of Entry of Default Judgment, Exhibit 1.

2. Since that time, no satisfaction of judgment has been filed.

3. On April 6, 2017, the Judgment was assigned to Steve Barket. Acknowledgment of Assignment of Judgment, Exhibit 2.

4. On May 11, 2017 Barket filed an Ex Parte Motion for Order Allowing Examination of Judgment Debtor. Sharda failed to appear and an Order to Show Cause Hearing was scheduled. Declaration of Michael D. Mazur, Esq., attached herein as Exhibit 3, ¶¶5-7.

5. At the hearing on the Order to Show Cause, the Court ordered that Sharda should appear for the judgment debtor examination on July 29, 2017.

6. At the examination on July 29, 2017, Sharda admitted that he had undertaken significant efforts to divert assets so his creditors could not receive funds due from him. *Id.* at ¶8.

7. Due to the admissions of Sharda, the parties went off the record and discussed the settlement of Sharda’s judgment. Sharda was represented by counsel during the signing of the settlement agreement, which was jointly prepared by Mr. Mazur and Sharda’s counsel, Bryan

Naddafi, Esq. Settlement Agreement attached herein as Exhibit 4.

8. As explained by Mr. Mazur at the hearing in this case that followed, at no time did Sharda make any claims of signing the Settlement Agreement under duress, that he was threatened, or other claimed mistreatment. Exhibit 3, ¶¶10-17.

B. Sharda Claims that the Settlement Agreement is Void, and Refuses to Be Dismissed or Dismiss His Counterclaim in Case No. A-17-756274-C, Fails to Assign the All of the Confessions of Judgment/Promissory Notes, Fails to Pay Attorney's Fees, etc.

9. On June 1, 2017 Plaintiff filed his Complaint in Case No. A-17-756274-C. On August 11, 2017 Defendants Navneet Sharda and Trata, Inc. filed their Answer and Counterclaim against Steven Barket. (Trata, Inc. filed its counterclaim even though it was not a party to the lawsuit and had not been named as a Defendant).

10. The filing of the Complaint was prior to the Settlement Agreement being executed and the Counterclaim filed by Sharda and Trata, Inc. was filed following the Settlement Agreement being executed on July 29, 2017.

11. Counsel for Barket on August 1, 2018 attempted to dismiss Sharda and Trata, Inc. from the case, which was mentioned in the Settlement Agreement.

12. On August 1, 2018 Barket's counsel sent correspondence to Defendants' counsel Bryan Naddafi, Esq., inquiring why they were still proceeding with the Case No. A-17-756274-C, though the parties had agreed to dismiss their claims:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After speaking to my client, I learned that a settlement agreement was executed between the two of them and that you were present for the settlement, along with my client's other attorney, Mike Mazur. I have attached a copy of the agreement to refresh your recollection.

We have asked you previously why you continue to move ahead with this case in spite of our understanding that there is a settlement. The fact that you continue to proceed with your client's case even though you knew of the settlement is a significant misrepresentation and it will be raised with the Court if we are required to file a Motion to Dismiss.

Please discuss this with your client and provide us with a response by Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and seek sanctions. We look forward to hearing from you.

Exhibit 5, without enclosure.⁴

13. Counsel for Defendant, Sharda and Trata, Inc. claimed there may be issues with the settlement but inquired about documentation for dismissal:

As far as the agreement goes, there was an agreement to dismiss Sharda from the lawsuit. I have yet to receive any documentation from your firm to dismiss Dr. Sharda. However, based on recent events, of which I do not know if you are aware, there may be problems and possible litigation based on the settlement agreement. Specifically, it comes to an issue of payment for Mr. Mazur's services. Rather than be difficult and filing a motion to dismiss this matter and cause more litigation, I have tried to keep the costs in litigating on this matter to a minimum. Instead of threatening me with sanctions for misrepresentation, I suggest that we come to some sort of understanding regarding how this litigation interacts with the settlement agreement. I am not opposed to a discussion between myself, you and Mr. Mazur on how we should proceed with performance on the Settlement Agreement.

Email from Bryan Naddafi, Esq. to Brandon McDonald, Esq. dated August 3, 2018; Declaration of CJ Barnabi In Support of This Opposition ("Barnabi Declaration"), ¶2, attached herein.

14. In response Mr. Naddafi was told that a claim of unpaid attorney's fees had no bearing on the agreement, and that the agreement was enforceable:

As far as Dr. Sharda being dismissed from the case, if the parties agreed to the dismissal, [then] a stipulation to dismiss should be signed immediately. Whether there is an issue of performance with regard to Mr. Mazur's fees has no bearing on the agreement to dismiss. Just like in any other agreement, the fact that a party disputes performance on the agreement, that dispute does not unwind the underlying agreement. If Dr. Sharda is not willing to stipulate to being dismissed from the case than please advise.

Email to Bryan Naddafi, Esq. from CJ Barnabi, Esq. dated August 4, 2018; Barnabi Declaration, ¶2.

⁴ The Settlement Agreement is not to be filed with the Court; however, a courtesy copy will be provided with the hard copy provided to Chambers. The Settlement Agreement specifically states though the claims against Sharda would be dismissed as memorialized in *Barket, G65 Ventures v. Sharda, et al.*, Case No. A-17-756274-C. *Id.*, p. 3:22-28.

15. On August 6, 2018 Mr. Naddafi agreed to review a proposed stipulation to dismiss which was forwarded for review. After receiving no response, Mr. Barnabi requested an update on August 10, 2018 to see if Sharda would sign the stipulation or if a motion to enforce the settlement agreement would be necessary. Barnabi Declaration, ¶3.

16. On August 14, 2018 Mr. Naddafi informed counsel that the proposed stipulation to dismiss would not be signed because, “he [Dr. Sharda] does not agree to dismiss his counterclaims as they relate directly to a contract signed by the parties.” Barnabi Declaration, ¶4.

17. As the parties agreed that Sharda would be dismissed from this matter prior to the Counterclaim, in accordance with the Settlement Agreement, Sharda and Trata, Inc. have violated the Settlement Agreement. Plaintiff is also entitled to an award of attorney’s fees and costs for having to enforce the Settlement pursuant to the terms therein which state that the prevailing party should be awarded the same.

C. Mr. Gewerter and Sharda Claim that the Settlement Agreement is Void Based on Threats of Harm.

18. Over a year after the Settlement Agreement had been executed, Sharda claimed that the Settlement Agreement was void because he had been threatened with bodily harm, and concocted a wildly lavish story of injury if he did not sign the Settlement Agreement. Barnabi Declaration, ¶5.

19. In Case No. A-17-756274-C, Plaintiffs in that case, Steven Barket and G65 Ventures, LLC, also sought to enforce the terms of the Settlement Agreement and filed their similar Motion to Enforce Settlement Agreement on October 10, 2018. Barnabi Declaration, ¶6.

20. In Opposition to the Motion to Enforce Settlement Agreement, Sharda and his counsel, Mr. Gewerter, claimed that the Settlement Agreement was void because it was signed

“by Sharda out of the belief that he was in imminent, life threatening, danger.”:

During a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were not hesitant to do so in the future. This conversation took part privately between Barket and Sharda outside of the presence of their respective counsels. Moreover, the internet site Barket published against Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching physicians on the internet. Thus, faced with the imminent loss of his practice as well as possible loss of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite the strong objections of his then-attorney, Bryan Nadaffi, Esq.....

a) The Settlement Agreement is Void

In the instant matter, the subject Settlement Agreement is void because it was signed by Sharda out of the belief that he was in imminent, life-threatening, danger. As noted herein, Sharda was convinced by Barket that the Shafiks "were going to kill him." Barket further stated to Sharda that he would ensure Sharda's safety only if Sharda would enter into the subject Settlement Agreement. Without divulging the terms of the Settlement Agreement, it can be said that the Agreement would substantially enrich Barket if it was signed by Sharda. In short, Sharda signed the Settlement Agreement under duress, and as such, said Agreement is not valid or enforceable.....

26. That during a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced me that the Shafiks had killed people and were going to kill me but that Barket would ensure my safety if I would enter into the subject Settlement Agreement.

27. That on July 29, 2017 I was pressured under extreme duress to sign the subject Settlement Agreement.

Opposition to Motion to Enforce Settlement Agreement and for an Award of Attorney’s Fees and Costs, attached herein as Exhibit 6, p. 5:8-19; 6:14-22; Declaration of Navneet Sharda, ¶¶ 26-27; Barnabi Declaration, ¶7.

28. At the hearing on first Motion to Enforce Settlement Agreement, Sharda claimed through his counsel, Mr. Gewerter, that the Settlement Agreement was void due to these claims of duress and Judge Thompson stated it would be Sharda’s burden to prove that the Settlement Agreement was void:

Mr. Gewerter:we do have a major issue of fact here and that’s duress and it was brought during the time. The man was threatened with his life “sign this or else” and the, and his client made numerous comments to my client outside the

1 presence of others. That's an issue of fact that must be tried your Honor, we must
2 have an evidentiary hearing...

3 Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I
4 want to do but I'm going to.

5 Mr. Gewerter: And I want, I need to do some discovery beforehand. Let me do
6 discovery. I I was (inaudible)...

7 Judge Thompson: You don't need discovery.

8 Mr. Gewerter: Okay.

9 Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when
10 I have nothing else on the calendar on Friday February 15th 9 o'clock right here.

11 Mr. Gewerter: That's fine your Honor.

12 Judge Thompson: You'll be here? It's your request, you have the burden.

13 Mr. Gewerter: Right.⁵

14 Informal Transcript of Hearing of January 17, 2019 Re: Motion to Enforce Settlement
15 Agreement, pp. 4:14-5:3, attached herein as Exhibit 7; Barnabi Declaration, ¶8.

16 29. Also, in the same Opposition, Sharda claimed that, "Sharda (and only Sharda) has
17 complied with all of its terms [the Settlement Agreement]. *Id.* at p. 5:21-22. Barnabi Declaration,
18 ¶9.

19 30. This contrasts with Sharda's and his counsel's position now that the Settlement
20 Agreement is at least enforceable to the extent of the payment tendered, but fails to address that this
21 was only one part of obtaining the satisfaction of judgment. Barnabi Declaration, ¶10.

22
23
24 ⁵ This also contradicted Mr. Gewerter's representations on February 4, 2020 to Discovery Commissioner
25 Erin Truman that Judge Thompson had found that the Settlement Agreement was void or of no effect,
26 when Judge Thompson actually determined that it was Sharda's burden to prove that the Settlement
27 Agreement was unenforceable. (That transcript is in the process of being ordered and will be
28 supplemented at a later date.) Mr. Gewerter also stated at the same hearing that Plaintiff's had not filed a
Motion to Enforce the Settlement Agreement that was going to be heard on February 25, 2020, after the
undersigned had represented to the Court that it would be proper to determine whether the Settlement
Agreement negated Sharda and Trata, Inc. But thereafter Mr. Gewerter filed an opposition on behalf of
Sharda the day after the February 4, 2020, which opposition was 17 days late.

D. Mr. Gewerter's Yells, Insults and Berates Mr. Barnabi in Attempt to Release Sharda From the Judgment Debtor Examination.

31. On January 23, 2020 after receiving the initial correspondence from Mr. Gerwerter the undersigned called Mr. Gewerter approximately 30-45 minutes afterwards. After being placed on hold, the conversation was initiated by Mr. Gerwerter yelling, "ARE YOU PLAYING GAMES WITH ME!" Barnabi Declaration, ¶11.

32. Any attempt to explain the position of Plaintiffs that lasted more than a few seconds, received the response of either, "Shut up", "you need to let me talk", "don't you understand English?" or other similar commentary. After expressing that counsel was not going to tolerate such unprofessional conduct, multiple times, the mostly one-sided conversation was terminated. Barnabi Declaration, ¶12.

33. During the conversation at each juncture when the undersigned inquired whether they could partially satisfy the Settlement Agreement and act as if they had a satisfaction of Judgment or whether they now believed that the Settlement Agreement was enforceable, no response was received except to further berate the undersigned. Barnabi Declaration, ¶13.

34. Following the conversation and letters of January 23, 2020, the judgment debtor examination was continued, which was memorialized in correspondence January 29, 2020. Exhibit 8. No response was received from Mr. Gewerter addressing any of the points raised, nor did Mr. Gewerter explain how Sharda fulfilled all the terms of the Settlement Agreement when he only provided the limited information attached to the January 23, 2020 letters. The only attachments to the first letter was payment information and two assignments, and nothing else. Barnabi Declaration, ¶14.

35. On February 6, 2020 counsel for Plaintiffs was also contacted by the Sheriff's Office to determine whether Sharda's writ of execution should be fulfilled by auctioning off his Counterclaim in Case No. A-17-756274-C. It was requested that the matter be stayed because

1 the Motion to Quash had been filed, and counsel was aware that it is the Sherriff's policy to stay
2 sales of assets once a motion has been filed with the Court seeking relief. Barnabi Declaration,
3 ¶15.

4 II.

5 LEGAL ARGUMENT

6 A. Sharda's Motion Fails to Accept That He is Only Entitled to a Satisfaction of 7 Judgment Once ALL the terms of the Settlement Agreement Are Fulfilled.

8 In this latest attempt to interpret the Settlement Agreement, Sharda this time instead of
9 acting as if the Settlement Agreement is not enforceable, and claiming that the Settlement
10 Agreement is void, now claims it is enforceable to the extent that the money was tendered to pay
11 the judgment – which ignores that satisfaction was premised on entire completion of all the terms
12 of the Settlement Agreement. Sharda does not argue that he tendered the five confessions of
13 judgment, promissory notes and other documents amounting to approximately \$1.5 million
14 dollars, paying fees and costs of collection, obtain certain acknowledgments from a third-party,
15 dismissal of claims from Case No. A-17-756274-C, etc. See Exhibit 4, pp. 1:25-4:21. Because
16 Sharda has failed to fulfill all of these terms, contrary to his prior representations, the judgment
17 has not been satisfied because the terms of the Settlement Agreement have not been fulfilled.⁶
18 Sharda's attempt to parse the Settlement Agreement's obligations fail as the language of the
19 same states that all conditions have to be fulfilled. These same conditions which Sharda and his
20 counsel previously represented were void because the Settlement Agreement is purportedly the
21 product of fraud and duress.
22
23
24

25 The figures for the Default Judgment and the Settlement Agreement amount are not the
26 same and Mr. Gewerter's hearsay explanation that the difference amounts to two years of interest
27
28

1 is either mistaken or he failed to calculate what two years interest upon \$59,242.52 would be.
2 Declaration of Harold Gewerter, ¶6. Based on that explanation the accrued interest per year
3 would be \$7,109.10 (non-compounded the first and second year) (\$59,242.52 [Default Judgment
4 total] x .12 = \$7,109.10; \$59,242.52 + \$7,109.10 + \$7,109.10 = \$73,460.72). Even if the interest
5 were compounded quarterly, the amount would not reach \$114,764.24. Therefore, it appears that
6 the payment in that amount was not related to the default judgment of September 8, 2015
7 because the calculations are extremely different than the second-hand explanation provided by
8 Mr. Gewerter. Nor is there any evidence presented to definitively assert that the payment was to
9 be applied to the Default Judgment. Also, Sharda has provided no explanation for this payment
10 amount, who is the party that actually signed the Settlement Agreement. Therefore, there is no
11 reason to believe that the Default Judgment was satisfied.
12

13
14 At best, and assuming that the \$114,764.24 is related to the Default Judgment amount,
15 Sharda may be entitled to an offset but considering the lack of compliance and the attorney's fees
16 owed, even the offset of \$114,764.24 would not eliminate the value of the other failures to
17 comply. But Sharda does not argue for an offset, he argues that, "no money is owed by
18 Sharda..." Motion, p. 8:4. That statement is patently false as Sharda agrees that the Settlement
19 Agreement was executed by him in the Motion (Declaration of Harold Gewerter, Esq., ¶ 6); and
20 further states that, "Said Agreement also settled other matters in dispute between Barket and
21 Sharda." *Id.* If the Settlement Agreement "also settled other matters" then the Settlement
22 Agreement is enforceable and is an admission that further contradicts that this same Settlement
23 Agreement is void. Sharda's explanation to avoid the implication of a lawfully obtained
24 judgment and related collection efforts, fail to address the lack of compliance to the Settlement
25 Agreement which would entitle him to a satisfaction of judgment. This latest explanation also
26 highlights that while acknowledging that the Settlement Agreement is at least partially
27
28

1 enforceable, that Sharda and his counsel will not candidly admit that all the terms are
2 enforceable. Furthermore, as mentioned above, based on Mr. Gewerter's explanation the two
3 figures representing the payment and the default judgment amount to a difference of \$40,000,
4 which tarnishes Mr. Gewerter's hearsay explanation.

5
6 **B. Sharda Fails to Cite Any Relevant Case Law to "Quash" the Order for Judgment Debtor Examination.**

7 Sharda compares the Order for Judgment Debtor Examination to a subpoena issued
8 pursuant to NRCP 45. The fact that an order for a judgment debtor examination issued pursuant
9 to NRS 21.270 is a not a subpoena issued under NRCP 45, is self-explanatory. Any citation to
10 case law regarding NRCP 45 likewise fails. If Sharda attempts to argue on Reply that NRCP
11 60(b) controls, which it likely does, his own failure to bring the matter to bare on the initial filing
12 would bar that argument. Exhibit 7, Informal Transcript, p. 4:9-13. (Mr. Gewerter stating that
13 issues not raised in the initial motion should not be raised in the reply). As the judgment has not
14 been satisfied pursuant to the terms of the Settlement Agreement, and will likely increase to
15 account for all the further amounts due, the judgment owed by Sharda still exists. Further, as
16 Sharda cannot cite any proper law addressing the judgment debtor examination let alone
17 establish satisfaction, the argument that the order granting the judgment debtor examination fails.
18

19 Sharda's argument also assumes without support that a "judgment creditor" under NRS
20 21.270 is only a person or entity that owes a monetary award. Even assuming arguendo, the
21 false allegations of Sharda, there is nothing in NRS 21.270 -.340 that state that an examination
22 cannot be conducted for a non-monetary based judgment. Thus, for example in this case, Sharda
23 has failed to provide evidence that he transferred and conveyed all five confessions of judgment
24 (and the supporting documents); agreed to be dismissed in Case No. A-17-756274-C, etc.
25
26 Though these failures collaterally revolve around monetary considerations, they still form the
27
28

1 basis for Sharda not having a satisfaction of judgment.⁷ Sharda's assumption is further
2 undermined by his own Motion, which cites to NRS 21.020 which states that the writ must have
3 certain information "and if it is for money, the amount." *Id.*, Motion, p. 7:7.⁸ The statute itself
4 allows for judgments to be entered which are not for money. Thus, even assuming Sharda owed
5 nothing, which is not the case, the judgment debtor exam could still proceed because the terms of
6 the Settlement Agreement have not been fulfilled which condition the satisfaction of judgment.⁹

7
8 **C. Sharda's Argument that the Writ Should Be Quashed as Well, Also Fails to**
9 **Acknowledge the Settlement Agreement, Provide Any Substantive Law to Address**
10 **the Issue and as Described in the Motion to Enforce Settlement Agreement and**
11 **Amend Prior Judgment, Barket is Owed Much More Than Paid by Sharda.**

12 Again, Sharda fails to consider the repercussions of his own failure to abide by the
13 Settlement Agreement, nor does Mr. Gewerter's hearsay testimony about the basis for the
14 amount paid count as actual evidence which this Court may consider. "Hearsay is inadmissible
15 except as provided in this chapter, title 14 of NRS and the Nevada Rules of Civil Procedure."
16 NRS 51.065. Admittedly, Mr. Gewerter was not at the judgment debtor examination on July 29,
17 2017 with Sharda as Mr. Naddafi was Sharda's counsel – Mr. Gewerter's testimony about the
18 Settlement Agreement and the payment is impermissible hearsay. *See Id.* Sharda also does not
19 provide for his own benefit a corroborating declaration which supports any of the hearsay
20 statements of Mr. Gewerter regarding the formation of the Settlement Agreement. Thus, his
21

22 ⁷ Interestingly, Sharda does not argue he is entitled to a satisfaction of judgment as described in the
23 Settlement Agreement. Likely because to acknowledge or make the demand, it would have to be
24 considered whether Sharda actually fulfilled the terms of the Settlement Agreement, which candid
acceptance Sharda of the shortfall has been refused.

25 ⁸ The Motion also argues that the judgment has to be attached according to NRS 21.020 (Motion, p. 7:15-
26 17). But the statute makes no such demand, and it is more likely that if it was necessary the Clerk of the
Court would have rejected the writ rather than execute the same.

27 ⁹ Sharda's argument basically uses the payment agreed upon in the Settlement Agreement to supposedly
28 satisfy the Default Judgment. But such argument admits that the terms of the Settlement Agreement
condition the satisfaction of the judgment, based on the terms therein.

1 declaration concerning the formation of the Settlement Agreement is barred, except to the extent
2 that the document speaks for itself.

3 NRS 21.020 also provides no relief for Sharda as the writ complies with the statute. The
4 Settlement Agreement states that there is no satisfaction until all the terms are fulfilled, which
5 terms have not been fulfilled. However, if there is an adjustment to be made to the judgment,
6 which should be favorable to Judgment Creditor, it will be addressed by this Court at hearing on
7 the Motion to Enforce Settlement Agreement and Amend Judgment.
8

9 **D. Sharda and His Counsel Should Be Estopped from Changing Their “Story”**
10 **Claiming that the Settlement Agreement is Void and Now Using it As a Basis to**
11 **Claim That There is No Judgment in Favor of Judgment Creditor.**

12 Sharda and his counsel have now changed their stance on the Settlement Agreement
13 being void, and now use the required payment as a basis to claim there is no Default Judgment –
14 without admitting that they have not done what is necessary to obtain a satisfaction of judgment.
15 “Equitable estoppel functions to prevent the assertion of legal rights that in equity and good
16 conscience should not be available due to a party's conduct. *United Brotherhood v. Dahnke*, 102
17 Nev. 20, 714 P.2d 177 (1986)” *Topaz Mut. Co. v. Marsh*, 108 Nev. 845, 853, 839 P.2d 606, 611
18 (1992). “The most elementary conceptions of justice and public policy require that the
19 wrongdoer shall bear the risk of the uncertainty which his own wrong has created.” *Bigelow v.*
20 *RKO Radio Pictures*, 327 U.S. 251, 265, 66 S.Ct. 574, 580, 90 L.Ed. 652 (1946). Equitable
21 estoppel is applied to prevent manifest injustice and hardship to an injured party as which has
22 relied on the representations to their detriment. *Topaz Mut. Co.*, 108 Nev. at 853.
23

24 Sharda's use of the Settlement Agreement which he admittedly asserted was void, and for
25 which they gained the benefit of preventing Plaintiffs' enforcement should be estopped. As
26 Sharda claimed that the Settlement Agreement is void, he does not know get to argue that the
27 Settlement Agreement supports his claim that the judgment has been satisfied. *See Topaz Mut.*
28

1 Co., 108 Nev. at 853. Therefore, Sharda cannot argue against his own prior position that the
2 Settlement Agreement is void, obtain the benefit of restraining enforcement and then change his
3 position to only acknowledge the Settlement Agreement to the extent it serves his Motion.
4 Sharda as the wrong-doer should bear the risk of the wrong he wantonly created, while acting as
5 if the Settlement Agreement was enforceable, then claiming it is void and now claiming it may
6 be partially enforceable. *See Bigelow*, 327 U.S. at 265.

7
8 **E. Sanctions Should Not Issue When Sharda Continues to Claim that the Settlement**
9 **Agreement is Void, and Now Partially Enforceable in His Own Self-Serving Favor**
10 **or Fails to Acknowledge That He is Not Entitled to a Satisfaction of Judgment.**

11 Admittedly Sharda has not done all that is required under the Settlement Agreement to
12 obtain a satisfaction of judgment, and admittedly believes that the Settlement Agreement is void;
13 but now again has changed his story. Again, Sharda provide no legal basis for sanctions, “in the
14 form of attorney’s fees and costs and all other relief to which he is entitled.” Motion, p. 8:8.
15 “Nevada adheres to the American Rule that attorney fees may only be awarded when authorized
16 by statute, rule, or agreement.” *Pardee Homes of Nevada v. Wolfram*, 135 Nev. 173, 177, 444
17 P.3d 423, 426 (2019). In this case there is no statute, rule or agreement that Sharda has stated to
18 support a deviation from the American Rule and the request must be denied. *See Id.* Nor has
19 Mr. Gewerter complied with the prerequisites of NRCP 11 in providing a draft of the motion
20 seeking sanctions prior to filing the Motion. *See Id.* Furthermore, Judgment Creditor also filed
21 the Motion to Enforce Settlement Agreement and Amend Judgment to address the issue of the
22 precise amounts owed. As there is no reasonable basis to award attorneys’ fees and cost as
23 sanctions, nor has Sharda provided any case law in support, sanctions cannot be awarded.

24
25 **F. The Motion is Moot and No Relief Should Be Ordered.**

26 As discussed above, and in the correspondence of January 29, 2020, the Judgment Debtor
27 Examination has been continued to a later date, likely following the Motion to Enforce
28

1 Settlement Agreement and Amend Prior Judgment hearing on February 25, 2020; and the Writ
2 has also been stayed, pending resolution of this Motion. “The question of mootness is one of
3 justiciability.” *Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010). “This
4 court's duty is not to render advisory opinions but, rather, to resolve actual controversies by an
5 enforceable judgment.” *Id.* Accordingly, “a controversy must be present through all stages of the
6 proceeding, and even though a case may present a live controversy at its beginning, subsequent
7 events may render the case moot.” *Id.* (citations omitted). In this matter there is no controversy
8 because there is no scheduled judgment debtor examination and the writ has been stayed. Any
9 other issues will be resolved by the Motion to Enforce Settlement Agreement and Amend Prior
10 Judgment.
11

12 ///

13 ///

III.

CONCLUSION

Based on the foregoing, the Motion to Quash should be denied in its entirety. Sharda is not entitled to a satisfaction of judgment because he fails to abide by the terms of the Settlement Agreement, which he acknowledges as being at least partially binding. This latest argument of the Settlement Agreement is also contrary to the principles of estoppel as Sharda's interpretation of the Settlement Agreement serves the purpose which is required at the time to avoid adverse action. Nor should sanctions issue because there is no basis in fact or law that Judgment Creditor is not entitled to the judgment against Sharda, and any issues regarding payments made will be addressed through the previously filed Motion to Enforce Settlement Agreement and Amend Judgment. Additionally, any relief sought is essentially moot as the judgment debtor examination has been continued and the writ stayed.

Dated this 20th day of January 2020.

THE BARNABI LAW FIRM, PLLC

By: /s/ CJ Barnabi
Charles E. ("CJ") Barnabi Jr.
Nevada Bar No.: 14477
375 E. Warm Springs Road, Ste. 104
Las Vegas, NV 89119
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of February 2020, I served a copy of the foregoing upon each of the parties via Odyssey E-Filing System pursuant to NRCP 5(b)(2)(D) and EDCR 8.05, which have complied with said rules in providing their requested emails addresses for electronic service:

Navneet N Sharda:
Harold Gewerter (harold@gewerterlaw.com)

Other Service Contacts not associated with a party on the case:
Robyn Campbell . (rcampbell@gordonsilver.com)
Bryan Naddafi Esq. (bryan@olympialawpc.com)
Charles ("CJ") Barnabi Jr. (cj@barnabilaw.com)
Marie Twist (marie@barnabilaw.com)

Dated this 20th day of January 2020.

/s/ CJ Barnabi
An employee of The Barnabi Law Firm, PLLC

DECLARATION OF CJ BARNABI, ESQ.

CJ Barnabi, Esq., under penalties of perjury, being first duly sworn, deposes and says:

1. That he is counsel for the Plaintiff in the above-entitled action; and that this Declaration is submitted in support of the foregoing Opposition.

2. That he has read the foregoing Opposition and knows the facts as described; that the same are true of his own knowledge except for those matters which are based on information provided by other related parties and that the email portions and Exhibit 5 attached hereto, are true and correct copies of those documents as represented.

3. That on August 6, 2018 Mr. Naddafi agreed to review a proposed stipulation to dismiss, then shortly after Mr. Naddafi simply ignored any attempt to obtain an update.

4. That the conversation with Mr. Naddafi took place on August 14, 2018 as described in ¶16 in the Opposition and is based upon Mr. Barnabi's own knowledge.

5. That over a year after the Settlement Agreement was executed Sharda claimed that the Settlement Agreement was void because he had been threatened with bodily harm.

6. In Case No. A-17-756274-C, Plaintiffs in that case, Steven Barket and G65 Ventures, LLC, also sought to enforce the terms of the Settlement Agreement and filed their similar Motion to Enforce Settlement Agreement on October 10, 2018.

7. In Opposition to the Motion to Enforce Settlement Agreement, Sharda and his counsel, Mr. Gewerter, claimed that the Settlement Agreement was void because it was signed "by Sharda out of the belief that he was in imminent, life threatening, danger.":

During a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were not hesitant to do so in the future. This conversation took part privately between Barket and Sharda outside of the presence of their respective counsels. Moreover, the internet site Barket published against Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching physicians on the internet.

Thus, faced with the imminent loss of his practice as well as possible loss of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite the strong objections of his then-attorney, Bryan Nadaffi, Esq.....

a) The Settlement Agreement is Void

In the instant matter, the subject Settlement Agreement is void because it was signed by Sharda out of the belief that he was in imminent, life-threatening, danger. As noted herein, Sharda was convinced by Barket that the Shafiks "were going to kill him." Barket further stated to Sharda that he would ensure Sharda's safety only if Sharda would enter into the subject Settlement Agreement. Without divulging the terms of the Settlement Agreement, it can be said that the Agreement would substantially enrich Barket if it was signed by Sharda. In short, Sharda signed the Settlement Agreement under duress, and as such, said Agreement is not valid or enforceable.....

26. That during a break in a debtor-creditor exam relating to Case No. A-15-712697, Barket convinced me that the Shafiks had killed people and were going to kill me but that Barket would ensure my safety if I would enter into the subject Settlement Agreement.

27. That on July 29, 2017 I was pressured under extreme duress to sign the subject Settlement Agreement.

Opposition to Motion to Enforce Settlement Agreement and for an Award of Attorney's Fees and Costs, attached herein as Exhibit 6, p. 5:8-19; 6:14-22; Declaration of Navneet Sharda, ¶¶ 26-27;

8. At the hearing on first Motion to Enforce Settlement Agreement, Sharda claimed through his counsel, Mr. Gewerter, that the Settlement Agreement was void due to these claims of duress and Judge Thompson stated it would be Sharda's burden to prove that the Settlement Agreement was void:

Mr. Gewerter:we do have a major issue of fact here and that's duress and it was brought during the time. The man was threatened with his life "sign this or else" and the, and his client made numerous comments to my client outside the presence of others. That's an issue of fact that must be tried your Honor, we must have an evidentiary hearing...

Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I want to do but I'm going to.

Mr. Gewerter: And I want, I need to do some discovery beforehand. Let me do discovery. I I was (inaudible)...

Judge Thompson: You don't need discovery.

Mr. Gewerter: Okay.

Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when I have nothing else on the calendar on Friday February 15th 9 o'clock right here.

Mr. Gewerter: That's fine your Honor.

Judge Thompson: You'll be here? It's your request, you have the burden.

Mr. Gewerter: Right.¹⁰

Informal Transcript of Hearing of January 17, 2019 Re: Motion to Enforce Settlement Agreement, pp. 4:14-5:3, attached herein as Exhibit 7.

9. Also, in the same Opposition, Sharda claimed that, "Sharda (and only Sharda) has complied with all of its terms [the Settlement Agreement]. *Id.* at p. 5:21-22.

10. This contrasts with Sharda's and his counsel's position now that the Settlement Agreement is at least enforceable to the extent of the payment tendered, but fails to address that this was only one part of obtaining the satisfaction of judgment.

11. On January 23, 2020 after receiving the initial correspondence from Mr. Gerwerter the undersigned called Mr. Gewerter approximately 30-45 minutes afterwards. After being placed on hold, the conversation was initiated by Mr. Gerwerter yelling, "ARE YOU PLAYING GAMES WITH ME!"

12. Any attempt to explain the position of Plaintiffs that lasted more than a few seconds, received the response of either, "Shut up", "you need to let me talk", "don't you understand English?" or other similar commentary. After expressing that I was not going to

¹⁰ This also contradicted Mr. Gewerter's representations on February 4, 2020 to Discovery Commissioner Erin Truman that Judge Thompson had found that the Settlement Agreement was void or of no effect, when Judge Thompson actually determined that it was Sharda's burden to prove that the Settlement Agreement was unenforceable. (That transcript is in the process of being ordered and will be supplemented at a later date.) Mr. Gewerter also stated at the same hearing that Plaintiff's had not filed a Motion to Enforce the Settlement Agreement that was going to be heard on February 25, 2020, after the undersigned had represented to the Court that it would be proper to determine whether the Settlement Agreement negated Sharda and Trata, Inc. But thereafter Mr. Gewerter filed an opposition on behalf of Sharda the day after the February 4, 2020, which opposition was 17 days late.

1 tolerate such unprofessional conduct, multiple times, the mostly one-sided conversation was
2 terminated.

3 13. During the conversation at each juncture when the undersigned inquired whether
4 they could partially satisfy the Settlement Agreement and act as if they had a satisfaction of
5 judgment or whether they now believed that the Settlement Agreement was enforceable, no
6 response was received except to lodge further insults.
7

8 14. Following the conversation and letters of January 23, 2020, the judgment debtor
9 examination was continued, which was memorialized in correspondence January 29, 2020.
10 Exhibit 8. No response was received from Mr. Gewerter addressing any of the points raised, nor
11 did Mr. Gewerter explain how Sharda fulfilled all the terms of the Settlement Agreement when
12 he only provided the limited information attached to the January 23, 2020 letters. The only
13 attachments to the first letter was payment information and two assignments, and nothing else.
14

15 15. On February 6, 2020 I was contacted by the Sheriff's Office to determine whether
16 Sharda's writ of execution should be fulfilled by auctioning off his Counterclaim in Case No. A-
17 17-756274-C. It was requested that the matter be stayed because the Motion to Quash had been
18 filed, and counsel was aware that it is the Sherriff's policy to stay sales of assets once a motion
19 has been filed with the Court seeking relief.
20

21 Declarant makes these statements under penalty of perjury and believes them to be true
22 and correct to the best of her knowledge.

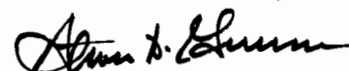
23 DATED this 12th day of February 2020.
24

25 _____
26 /s/ CJ Barnabi
27 CJ Barnabi, Esq.
28

EXHIBIT 1

EXHIBIT 1

Notice of Entry of Default Judgment



CLERK OF THE COURT

NEDJ
GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
Email: mdzarnoski@gordonsilver.com
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Fax: (702) 369-2666
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

CASE NO. A-15-712697-C
DEPT. NO. XVI

**NOTICE OF ENTRY OF DEFAULT
JUDGMENT**

PLEASE TAKE NOTICE that a **Default Judgment**, a copy of which is attached hereto,
was entered in the above-entitled matter on the 8th day of September, 2015.

Dated this 8 day of September, 2015.

GORDON SILVER



MARK S. DZARNOSKI

Nevada Bar No. 3398
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Attorneys for Plaintiff

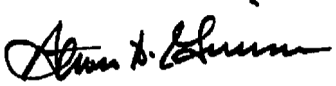
CERTIFICATE OF MAILING

The undersigned, an employee of Gordon Silver, hereby certifies that on the 8th day of September, 2015, she served a copy of the **NOTICE OF ENTRY OF DEFAULT JUDGMENT** by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, Nevada 89121



Anna Diallo, an employee of
GORDON SILVER


CLERK OF THE COURT

JUDG
GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
Email: mdzarnoski@gordonsilver.com
500 N. Rainbow Blvd., Suite 120
Las Vegas, Nevada 89107
Tel: (702) 796-5555
Fax: (702) 369-2666
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

CASE NO. A-15-712697-C
DEPT. NO. XVI

DEFAULT JUDGMENT

Plaintiff, GORDON & SILVER, LTD. ("Plaintiff"), having made an application, upon affidavit with supporting exhibits, for judgment against Defendant NAVNEET SHARDA ("Defendant"), and the Court having made findings supporting issuance of a Default Judgment in its Order Granting Plaintiff's Motion for Default Judgment Pursuant to NRCP 37(d) which is incorporated herein by this reference, and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is awarded in favor of Plaintiff and against Defendant, in the principal sum of \$57,396.67, together with interest accruing at the contract rate of 12% per annum.

///

///

///

///

///

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded
2 judgment against Defendant in the amount of \$1,464.50 for reasonable attorneys' fees and in the
3 amount of \$381.35 for costs.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that post-judgment interest
5 shall accrue from the date of entry of the judgment until paid at the contract rate of 12% per
6 annum.

7 IT IS SO ORDERED this 8th day of September, 2015.

8
9 
DISTRICT COURT JUDGE

10
11 Submitted by:

12 GORDON SILVER

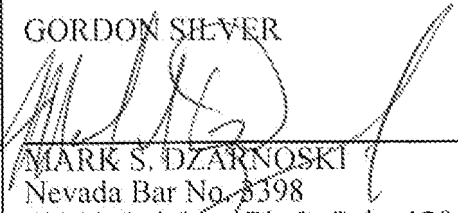
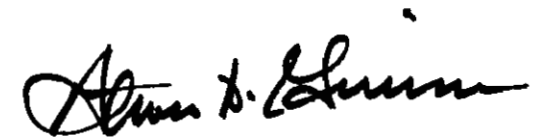
13 
14 MARK S. DZARNOSKI
15 Nevada Bar No. 8398
16 500 N. Rainbow Blvd., Suite 120
17 Las Vegas, Nevada 89107
18 Tel: (702) 796-5555
19 Attorneys for Plaintiff
20
21
22
23
24
25
26
27
28

EXHIBIT 2

EXHIBIT 2

Acknowledgment of Assignment of Judgment



CLERK OF THE COURT

GORDON SILVER
MARK S. DZARNOSKI
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation,

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

CASE NO.: A-15-712697-C
DEPT. NO.: XVI

**ACKNOWLEDGEMENT OF
ASSIGNMENT OF JUDGMENT**

1. A judgment in the above case was entered on September 8, 2015 in the principal amount of FIFTY SEVEN THOUSAND THREE HUNDRED NINETY SIX AND 67/100 DOLLARS (\$57,396.67) together with prejudgment interest accruing at the contract rate of 12% per annum plus attorney's fees of ONE THOUSAND FOUR HUNDRED SIXTY FOUR and 50/100 DOLLARS (\$1,464.50) and costs of THREE HUNDRED EIGHTY ONE and 35/100 DOLLARS (\$381.35).

2. The judgment further awards post-judgment interest at the contract rate of 12% per annum.

3. No payments have been made by the Judgment Debtor.

4. Gordon & Silver, Ltd. is the judgment holder in the case and I am the authorized representative of Gordon & Silver, Ltd.

5. Gordon & Silver, Ltd. hereby assigns the entire remaining balance of the judgment to:

Steve Barket
1027 S Rainbow Blvd #257
Las Vegas, NV 89145
702-561-4000

DATED this 4 day of April, 2017.

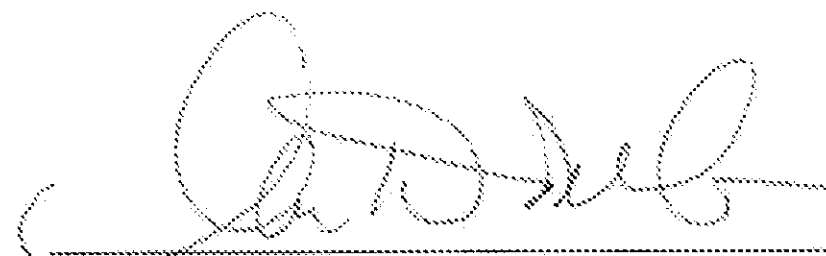
GORDON SILVER

MARK S. DZARNOSKI, President
Nevada Bar No. 3398
410 S. Rampart Blvd., Suite 420
Las Vegas, NV 89145
Tel: (702) 796-5555
Fax: (702) 778-9709
Email: mdzarnoski@gordonsilver.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned, an employee of Gordon Silver, hereby certifies that on the 6th day of April, 2017, she served a copy of ACKNOWLEDGMENT OF ASSIGNMENT OF JUDGMENT on all interested parties, by placing said copy in an envelope, postage fully prepaid, in the U.S. Mail at Las Vegas, Nevada, said envelope addressed to:

Navneet N. Sharda
Cancer Care Center
3509 E. Harmon Avenue
Las Vegas, NV 89121



Amia Diallo, an employee of
GORDON SILVER

EXHIBIT 3

EXHIBIT 3

Declaration of Michael D. Mazur, Esq.

DECL
MCDONALD LAW OFFICES
BRANDON B. MCDONALD, ESQ.
Nevada Bar No. 011206
CHARLES ("CJ") E. BARNABI JR. ESQ.
Nevada Bar No. 14477
2451 W Horizon Ridge Pkwy, #120
Henderson, Nevada 89052
Telephone: (702) 992-0569
Facsimile: (702) 992-0569
Attorneys for Plaintiffs/Counter-Defendant

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; and G65
VENTURES, LLC., a Nevada Limited Liability
Company.

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; and NAVNEET SHARDA, an
individual; FURNITURE BOUTIQUE, LLC., A
Nevada Limited Liability Company, and DOES I-
X, inclusive and ROE CORPORATIONS XI
through XX,

Defendants.

SHAFIK HIRJI, an individual; SHAFIK BROWN,
an individual; NAVNEET SHARDA, an individual;
FURNITURE BOUTIQUE, LLC, a Nevada
Limited Liability Company; TRATA, INC. a
Nevada Limited Liability Company,

Counterclaimants,

vs.

STEVEN BARKET, an individual,

Counter-defendant.

Case No.: A-17-756274-C
Dept. No.: XVIII

1 STATE OF NEVADA
2 COUNTY OF CLARK

3 **DECLARATION OF MICHAEL D. MAZUR, ESQ. IN SUPPORT OF**

4
5 I, Michael D. Mazur, Esq., hereby declare under penalty of perjury under the laws of the
6 State of Nevada that, to the best of my knowledge, information and belief, the following facts are
7 true and accurate.

8 1. I am the attorney of record for Steven Barket, the Assignee and Judgment Creditor
9 in the case Eighth Judicial District Court of Clark County Nevada entitled *Gordon Silver v.*
10 *Navneet N. Sharda*, Case Number A-15-712697-C (the "Gordon Silver Lawsuit").

11 2. On January 21, 2005, Gordon Silver, by and through their attorneys of record, filed
12 the Gordon Silver Lawsuit complaint against Defendant Navneet N. Sharda for his failure to pay
13 for legal services rendered.

14 3. On September 8, 2015, Plaintiff received a Default Judgment against the
15 Defendant Sharda, in the principal sum of \$57,396.67, plus \$1,464.50 for attorneys' fees and
16 \$381.35 in costs (the "Judgment"). Additionally, the Judgment accrued interest at the annual
17 contract rate of 12% per annum in the amount of \$14,014.23.

18 4. On April 6, 2017, Plaintiff assigned all rights, title and interest in the Judgment to
19 Stephen Barket (the "Assignee" and/or "Judgment Creditor"). On April 6, 2017, an
20 Acknowledgement of Assignment of Judgment was filed.

21 5. On June 2, 2017, Judgment Creditor executed upon the Defendant Sharda's assets
22 via a Writ of Execution / Attachment and Defendant Sharda was served at Defendant's
23 residential address. Defendant's counsel, Bryan Naddafi, Esq. contacted Mr. Mazur, Esq. via
24 telephone to discuss the seizure.

25 **FAILURE TO APPEAR AT THE JUDGMENT DEBTOR'S EXAMINATION**

26 6. On May 11, 2017, the Judgment Creditor filed an *Ex Parte Motion for Order*
27 *Allowing Examination of Judgment Debtor*. The Order allowing Examination of Debtor was
28 personally served upon Defendant on June 15, 2017 by Gerald R. Fitsimmons, a licensed process
server (License No. R-003971) employed by Clark County Process Service LLC (State License
No 2031C). On June 14, 2017, Defendant, Navneet N. Sharda was served with a Notice of Entry

1 of Order for the examination of Debtor. Defendant Sharda failed to attended the Court Ordered
2 Judgment Debtor's Examination scheduled for June 27, 2017. An Order to Show Cause was
3 issued for July 20, 2017.

4 7. On July 20, 2017, the Debtor personally appeared together with his counsel at the
5 hearing on the pending motions. The Court ordered Defendant Sharda to appear at the Judgment
6 Debtor's Examination.

7 JUDGMENT DEBTOR EXAMINATION OF DEFENDANT SHARDA

8 8. On July 29, 2017, Defendant Sharda and his attorney, Brian Nadaffi, Esq.
9 appeared for the Judgment Debtor Examination at 10:00 a.m. at the offices of Mazur & Brooks,
10 A PLC. During Defendant Sharda's testimony, he admitted to several acts that would subject
11 him to civil liability and outlined the locations of various assets that were secreted in foreign
12 countries and in a convoluted and complex structure made up of domestic corporations, non-
13 profit companies, foreign corporations and other entities based upon planning from his attorneys
14 and accountants. Each of which would place his assets outside the reach of his creditors and the
15 courts. During his testimony, he admitted that:

- 16 a. He owned several foreign entities that were domiciled in the Country of
17 Nevis.
- 18 b. That he had business entities that he failed to file annual U.S. Corporate Tax
19 Returns as required by law.
- 20 c. That he controls funds held in various investment accounts at #####
21 in excess of \$500,000 that would be sufficient to cover payment of the
22 Judgment.
- 23 d. Sharda, as the Court appointed Administrator of his father's probate estate,
24 admitted that he failed to include all of the assets as he was required to do
25 pursuant to his duties.
- 26 e. That Sharda received assets from his father, without receiving consideration,
27 prior to his father filing for U.S. Bankruptcy protection.
- 28 f. That Sharda is the Chairman and President of Cancer Care Foundation, Inc.,
a non-profit corporation. In that position, he diverted funds of the non-profit
for his own personal benefit by making loans in the amount of \$300,000 in
principal to Shafik Hirji and Boulevard Furniture, Inc. in 2016.

1 g. That Defendant Sharda did not suffer any economic damages in pending
2 litigation involving his loss of hospital privileges at Sunrise Hospital,
3 basically eviscerating any claims that he had filed against Sunrise Hospital.

4 9. In light of the admissions made during the examination, the parties went off the
5 record at 1:13 p.m. for a break. During the break we immediately began to discuss settlement
6 and repayment of the Judgment in full. During the settlement discussions, Defendant Sharda was
7 represented by counsel the entire time.

8 10. At no time did Steven Barket threaten Sharda, harass Defendant Sharda or apply
9 any pressure whatsoever to Defendant Sharda. Sharda never stated that he was ever threatened
10 or under duress. Sharda's counsel, Brial Nadaffi, Esq. never mentioned that Sharda was ever
11 threatened or under any type of duress or pressure. The parties were able to reach a mutually
12 agreeable agreement. Counsel for Defendant Sharada and myself jointly prepared the
13 Confidential Settlement Agreement which was signed by the parties in the presence of Brian
14 Nadaffi, Esq. and myself. Neither Sharda or his attorney vocalized any concerns during the
15 discussions leading up to the signing of the Settlement Agreement, during the signing nor after
16 the signing of the Confidential Settlement Agreement.

17 11. After the debtor's examination, Defendant appeared in court with his counsel on
18 many occasions. Not once did he claim that he had suffered any duress or threats as he has
19 alleged in his Opposition.

20 12. On October 31, 2017, Defendant filed a Motion to Set Aside Default Judgment
21 (the "Motion"). He did not raise any claims of duress or threats. Defendant Sharda filed an
22 Affidavit in Support on which was signed on September 5, 2017. In his Affidavit, Defendant
23 Sharda did not once mentions any harassment, duress or threats.

24 13. On November 21, 2017, a hearing was held on the Motion in front of the Hon.
25 Timothy Williams. No claims were made of duress or threats at the hearing. Defendant's
26 counsel failed to serve Mazur & Brooks with the Motion. As such the hearing was continued
27 until January 9, 2018.

28 14. On December 15, 2017, Judgment Creditor filed its Opposition to the Motion.

15 15. On December 29, 2017, Defendant filed a Reply. In the Reply, Defendant Sharda
16 submitted a second Affidavit in Support of the Motion. In the Affidavit, Sharda admits to
17 attending his debtor's examination. Defendant states that "during my Debtor's Examination, that
18 took place on July 29, 2017, I made (sic) aware of the possibility that I may not have actually

1 received the underlying Summons and Complaint.” (Sharda Affidavit, Page 2, Paragraph 9). No
2 other statements or declarations regarding duress, threats, settlement or harassment were made.

3 16. On January 9, 2018, the continued hearing was held and no claims were made of
4 duress or threats. The hearing was continued until January 16, 2018.

5 17. On January 16, 2018, the hearing was held and both Defendant Sharda and his
6 attorney, Brian Nadaffi, Esq. were present. Neither raised any claims or harassment, duress or
7 any threats whatsoever. At this hearing, the Defendant’s Motion to Set Aside the Default
8 Judgment was denied.

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct to the best of my knowledge.

11 Executed on December 11, 2018 in Las Vegas, Nevada.

12 
13 MICHAEL D. MAZUR, ESQ.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

EXHIBIT 4

Settlement Agreement dated July 29, 2017

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

GORDON SILVER, a Nevada professional
corporation.

Plaintiff,

vs.

NAVNEET N. SHARDA,

Defendant.

) CASE NO.: A-15-712697-C
) DEPT. NO.: XVI
)
) SETTLEMENT AGREEMENT
)
)
)
)
)

SETTLEMENT AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

b

PLAINTIFF:

By: 
Steven Barkel, assignee

DEFENDANT:

By: 
Navneet N. Sharda

AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BARKET

By: 
Steven Barket, assignee

SHARDA


By: 
Navneet N. Sharda



EXHIBIT 5

EXHIBIT 5

August 1, 2018 Letter from Brandon McDonald,
Esq. to Bryan Naddafi (without enclosures)



BRANDON B. McDONALD, ESQ.

Physical Address:
2451 W. Horizon Ridge Parkway, Suite 120
Henderson, Nevada 89052
Telephone: (702) 385-7411

Email: Brandon@mcdonaldlawyers.com

Mailing Address
2505 Anthem Village Drive, Suite E-474
Henderson, Nevada 89052
Fax: (702) 992-0569

www.McDonaldLawyers.com

August 1, 2018

Via E-mail
Bryan Naddafi

Re: Barket v. Hirji
Case No.: A-17-75674-C

Mr. Naddafi:

Please accept this correspondence as a demand that you stipulate to joint dismissal of all claims brought by our respective clients against each other. After speaking to my client, I learned that a settlement agreement was executed between the two of them and that you were present for the settlement, along with my client's other attorney, Mike Mazur. I have attached a copy of the agreement to refresh your recollection.

We have asked you previously why you continue to move ahead with this case in spite of our understanding that there is a settlement. The fact that you continue to proceed with your client's case even though you knew of the settlement is a significant misrepresentation and it will be raised with the Court if we are required to file a Motion to Dismiss.

Please discuss this with your client and provide us with a response by Friday, August 3, 2018. Otherwise we will proceed with the Motion to Dismiss and seek sanctions. We look forward to hearing from you.

MCDONALD LAW OFFICES, PLLC

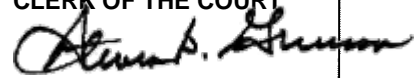
A handwritten signature in blue ink, appearing to read 'Brandon B. McDonald'.

Brandon B. McDonald, Esq.

EXHIBIT 6

EXHIBIT 6

Opposition to Motion to Enforce Settlement
Agreement and for an Award of Attorney's Fees
and Costs



OPP

Harold P. Gewerter, Esq.
Nevada Bar Number: 499
HAROLD P. GEWERTER, ESQ., LTD.
1212 South Casino Center Blvd.
Las Vegas, Nevada 89104
Phone: (702) 382-1714
Fax: (702) 382-1759
Email: Harold@GewerterLaw.com
Attorney for Defendants/Counterclaimants

EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA

STEVEN BARKET, an individual; G65
VENTURES, LLC, a Nevada Limited Liability
Company,

Plaintiffs,

vs.

SHAFIK HIRJI, an individual; SHAFIK
BROWN, an individual; NAVNEET SHARDA,
an individual; FURNITURE BOUTIQUE, LLC,
a Nevada Limited Liability Company; DOES I-
X; and ROE CORPORATIONS XI-XX,
inclusive,

Defendants.

Case No.: A-17-756274-C

Dept. No.: XVIII

Hearing Date: 11/27/18

Hearing Time: 9:00 a.m.

AND ALL RELATED MATTERS

OPPOSITION TO MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS

COMES NOW Defendants/Counterclaimants, Navneet Sharda and Trata, Inc., by and through
their attorney of record HAROLD P. GEWERTER, ESQ. of HAROLD P. GEWERTER, ESQ., LTD.,
and hereby file their Opposition to Plaintiffs' Motion to Enforce Settlement Agreement and for an
Award of Attorney's Fees and Costs.

1 The instant Opposition is based upon the following Memorandum of Points and Authorities,
2 the Affidavit of Navneet Sharda, and the oral arguments to be heard by the Court.

3 DATED this 2nd day of November, 2018.

4 HAROLD P. GEWERTER, ESQ., LTD.

5
6 /s/ Harold P. Gewerter, Esq.

7 Harold P. Gewerter, Esq.

8 Nevada Bar Number: 499

9 1212 South Casino Center Blvd.

10 Las Vegas, Nevada 89104

11 Phone: (702) 382-1714

12 Fax: (702) 382-1759

13 Email: Harold@GewerterLaw.com

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I. Statement of Facts**

16 **Background**

17 Plaintiff/Counter-defendant, Steven Barket (hereinafter "Barket"), has a long and sordid
18 history as a discredited professional FBI informant and ethically challenged businessman.¹ Barket is
19 also an extremely litigious individual who professes to be a "whistleblower," which equates to
20 publishing defamatory internet sites against attorneys, former business associates, and others whom
21 Barket either feels have wronged him or who have refused to fall for his scams. A simple internet
22 search of Barket's name reveals such "whistleblower" internet sites.

23 In early 2014, Defendant/Counterclaimant Sharda (hereinafter "Sharda"), a medical doctor and
24 businessman, was seeking an internet consultant who could build websites when he was unfortunately
25

26
27
28 ¹ "After not impressing His Honor, government witness defends his honor." *Las Vegas Review Journal*, June 2, 2009.
<https://www.reviewjournal.com/news/after-not-impressing-his-honor-government-witness-defends-his-honor/>

1 introduced to Barket by his former attorney. Soon thereafter, Sharda began being harassed and
2 pressured into poor business deals by Barket and their relationship became dysfunctional.

3 On August 15, 2016, Sharda and Barket entered into an agreement whereby they agreed not to
4 communicate the content of any confidential communications or proprietary information to third
5 parties without the prior consent of the other. They further agreed the neither would slander or
6 otherwise defame the other, including via written or electronic communications.
7

8 On or about January of 2017, Barket strong-armed a deal whereby Counterclaimant Trata, Inc.
9 (hereinafter "Trata"), of which Dr. Sharda was an officer, would loan One Million Dollars
10 (\$1,000,000.00) to Defendants Shafik Hirji and Shafik Brown (hereinafter the "Shafiks") as capital to
11 open a furniture company. Said loan to the Shafiks was secured by a promissory note, and Trata and
12 the Shafiks entered into a contract to create the furniture company. Barket was not a party to the note
13 or the furniture store contract, but upon information and belief, Barket received Three Hundred
14 Thousand Dollars (\$300,000.00). Shafik Brown later testified at a hearing in Case No. A-17-763995-
15 C that he initially believed that the Barket was really the source of the loan from Trata, based upon
16 representations that Barket made to him.
17
18

19 On or about the end of February 2017, Sharda was contacted by the Shafiks stating that Barket
20 had been siphoning away the capital which was to be used to open the furniture store, and thus making
21 their performance of the furniture store contract impossible. To keep the project on track, Sharda,
22 through Trata, executed a second contract with the Shafiks for an additional capital loan in the amount
23 of Two Hundred Thousand Dollars (\$200,000.00) which was secured by a second promissory note, a
24 written personal guarantee by the Shafiks, and further secured by title in four automobile repair shops
25 owned by Shafik Hirji and/or Shafik Brown.. Again, Barket was not a party to this second contract
26 and corresponding note.
27
28

1 Upon learning of Trata's second capital loan to the Shafiks, Barket demanded more money
2 from them, and in an attempt to bolster his demands, Barket began claiming to them that Sharda was
3 an unworthy business partner. Thereafter, Barket began sending text messages to the Shafiks and
4 Sharda threatening to publicize their private business dealings to the general public if he did not receive
5 money from the second capital loan by Sharda to the Shafiks. Since the business dealings between
6 Sharda and the Shafiks were completely legitimate, such threats were ignored.

8 When Barket was not included in the second capital loan, he made good on his threats by
9 publishing one of his so-called "whistleblower" internet sites, this time targeting Sharda, which posted
10 Sharda's private information and contained allegations against Dr. Sharda which cast him in a negative
11 and false light. Said internet site caused Dr. Sharda considerable damage both financially and in terms
12 of his reputation with respect to both his medical practice and business dealings. Barket also published
13 a "whistleblower" site against the Shafiks, shafikhirji.com. When Barket's internet blackmail didn't
14 work, he then sued Sharda and Shafik (the present case). Finally, as an attempt to extort Sharda, on
15 or about June of 2017 Barket purchased a judgment against Sharda in Case No. A-15-712697 (Gordon
16 Silver v. Sharda), and without providing Sharda with proper notice, Barket showed up one morning at
17 Sharda's home (which he shared with his elderly mother) with constables and proceeded to take all
18 his parents' furniture, a truck belonging to a company in Arizona, Sharda's father's Mercedes,
19 Sharda's vehicle, and two motorcycles.

22 The Settlement Agreement

23 On July 29, 2017, the parties entered into the subject Settlement Agreement to appease Barket.
24 As the Court will note, the subject Settlement Agreement, which was not publicly filed per the terms
25 therein, is contained under the caption "Gordon Silver v. Sharda," Case No. A-15-712697.² As just
26

28 ² An unfiled hard copy of the Settlement Agreement is being provided to the Court's chambers.

1 noted, Barket had purchased a debt/judgment from Gordon Silver which was owed by Sharda. Yet as
2 noted in Barket's Motion, at page 4, Footnote 1, the Settlement Agreement specifically references and
3 applies to the instant Case. *See* Settlement Agreement, page 1. The Court will also note that the
4 parties to the Settlement Agreement are only Barket and Sharda.

5
6 Without referring to the terms of the subject Settlement Agreement herein as they are
7 confidential, Sharda can only reveal herein the following facts:³ First, Sharda was pressured into
8 signing the Settlement Agreement under threat of eminent physical harm. During a break in a debtor-
9 creditor exam relating to Case No. A-15-712697, Barket convinced Sharda that the Shafiks "were
10 going to kill him," but that Barket would ensure Sharda's safety if he would enter into the subject
11 Settlement Agreement. Barket informed Sharda that the Shafiks had killed people in the past and were
12 not hesitant to do so in the future.⁴ This conversation took part privately between Barket and Sharda
13 outside of the presence of their respective counsels. Moreover, the internet site Barket published against
14 Sharda had already begun to affect Sharda's business as his cancer patients are constantly researching
15 physicians on the internet. Thus, faced with the imminent loss of his practice as well as possible loss
16 of his life, Sharda was in a no win situation and was forced to sign the Settlement Agreement despite
17 the strong objections of his then-attorney, Bryan Nadaffi, Esq. Second, it is Barket, not Sharda, who
18 has materially breached the Settlement Agreement. Barket has received a financial windfall from
19 Sharda per the terms of the Agreement because Sharda (and only Sharda) has complied with all of its
20 terms. Third, Barket claims that the subject Settlement Agreement contains mutual release clauses
21 which simply do not exist. And fourth, Counterclaimant Trata, Inc. was not a party to the Settlement
22 Agreement and cannot be bound to its terms.
23
24
25
26

27 ³ Defendants/Counterclaims respectfully request that the November 27, 2018 Hearing on the instant
28 Motion either be heard in Chambers or in a closed courtroom.

⁴ (<https://shafikhirji.com/2017/05/06/shafik-hirji-sht-just-got-real/>).

II. Legal Authorities and Arguments

a) The Settlement Agreement is void

As Barket correctly notes in his Motion, the Nevada Supreme Court has previously held that settlement agreements are contracts, and their construction and enforcement are governed by contract law. *May v. Anderson*, 121 Nev. 668, 119 P.3d 1254 (2005). “A contract obtained by duress or from an incompetent or by some fraudulent practice in inducing its execution is, among others, an instance of fraud inhering in the obtaining of the contract.” *Havas v. Alger*, 85 Nev. 627, 461 P. 2d 857 (1969); citing *Nevada Mining and Exploration Co. v. Rae*, 47 Nev. 173, 182, 218 P. 89, 223 P. 825 (1923) “If a party's manifestation of assent is induced by an improper threat by the other party that leaves the victim no reasonable alternative, the contract is voidable by the victim.” Restatement (Second) of Contracts §175(1).

In the instant matter, the subject Settlement Agreement is void because it was signed by Sharda out of the belief that he was in imminent, life-threatening, danger. As noted herein, Sharda was convinced by Barket that the Shafiks “were going to kill him.” Barket further stated to Sharda that he would ensure Sharda’s safety **only** if Sharda would enter into the subject Settlement Agreement. Without divulging the terms of the Settlement Agreement, it can be said that the Agreement would substantially enrich Barket if it was signed by Sharda. In short, Sharda signed the Settlement Agreement under duress, and as such, said Agreement is not valid or enforceable.

b) Barket has no standing to enforce the Settlement Agreement

Barket’s Motion to Enforce seeks to enforce an agreement that he himself has already breached. Without disclosing any terms of the Settlement Agreement, Barket’s Motion states “Plaintiffs have requested that the parties mutually dismiss their claims pursuant to [the] written

1 settlement agreement.” Plaintiff’s Motion, pages 1-2. Barket goes on to admit that “[a]s the parties
2 agreed that Sharda would be dismissed from this matter prior to the Counterclaim...” *Id.*, at page 5.

3 The doctrine of unclean hands “derives from the equitable maxim that ‘he who comes into
4 equity must come with clean hands.” *Omega Industries, Inc. v. Raffaele*, 894 F.Supp. 1425, 1431
5 (D.Nev.1995) (quoting *Ellenburg v. Brockway, Inc.*, 763 F.2d 1091, 1097 (9th Cir.1985)). The
6 doctrine bars relief to a party who has engaged in improper conduct in the matter in which that party
7 is seeking relief. *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 189 P. 3d 656 (2008).

9 In the instant matter, subsequent to the signing of the subject Settlement Agreement, Barket
10 **never dismissed Sharda** from the instant case. This is directly in contrast with the terms of the
11 Agreement, as admitted to in Barket’s Motion. As such, Barket has no standing to assert that Sharda
12 or Trata has breached the Agreement by failing to with draw their Counterclaim against him.

13
14 c) The Settlement Agreement was not a mutual release of all claims

15 As already referenced, Barket’s Motion states that “Plaintiffs have requested that the parties
16 mutually dismiss their claims **pursuant to** [the] written settlement agreement.” Plaintiff’s Motion,
17 pages 1-2. (Emphasis added). Unfortunately for Barket, the subject Settlement Agreement does not
18 state that Sharda (or Trata) agrees to release any or all claims which he may have against Barket.

20 The question of the interpretation of a contract when the facts are not in dispute is a question
21 of law. *Grand Hotel Gift Shop v. Granite St. Ins.*, 108 Nev. 811, 815, 839 P.2d 599, 602 (1992). “A
22 contract is ambiguous if it is reasonably susceptible to more than one interpretation.” *Margrave v.*
23 *Dermody Properties*, 110 Nev. 824, 827, 878 P.2d 291, 293 (1994). A basic rule of contract
24 interpretation is that “[e]very word must be given effect if at all possible.” *Royal Indem. Co. v. Special*
25 *Serv.*, 82 Nev. 148, 150, 413 P.2d 500, 502 (1966). “A court should not interpret a contract so as to
26 make meaningless its provisions.” *Phillips v. Mercer*, 94 Nev. 279, 282, 579 P.2d 174, 176 (1978).

1 In the instant matter, the Settlement Agreement, which was executed by Sharda under extreme
2 duress, is nonetheless not ambiguous and its plain reading should be given meaning. As admitted by
3 Barket's Motion, "[t]he Settlement Agreement specifically states though [sic] the claims against
4 Sharda would be dismissed as memorialized..." Plaintiff's Motion, page 4, Footnote 1. By contrast,
5 **nowhere** in Barket's Motion does he cite to a portion of the Settlement Agreement whereby it states
6 that the parties were mutually releasing any and all claims against each other. In fact, said Settlement
7 Agreement contains no such provision. In sum, Barket's entire Motion seeks to enforce a clause of
8 the subject Settlement Agreement which simply does not exist.

9
10 d) The subject Settlement Agreement is not enforceable as to Trata
11

12 Even if this Court find that the subject Settlement Agreement is valid, and that it somewhere
13 contains a "mutual release" of claims provision, in no way can the Settlement Agreement be enforced
14 against Counterclaimant Trata, Inc. Said Agreement, which is executed in two parts simultaneously,
15 is explicitly and unambiguously between Barket and Sharda. Moreover, both parts of the Settlement
16 Agreement are signed **only** by Barket and Sharda in their individual capacities. Finally, nowhere in
17 the Settlement Agreement is Trata ever referred to by name. Accordingly, Trata is not a party or even
18 a beneficiary of the Settlement Agreement, and as such, it cannot be found that Trata has agreed to
19 waive any claims it has against Barket.
20

21 **III. Conclusion**

22 Based upon the foregoing, Barket's Motion to Enforce should be DENIED in its entirety. As
23 demonstrated, the subject Settlement Agreement is unenforceable, it is devoid of the clause(s) relied
24 upon in Barket's Motion, and it is wholly invalid as to Counterclaimant Trata, Inc. Defendants/
25 Counterclaimants, Navneet Sharda and Trata, Inc. also respectfully request attorney's fees, costs, and
26 all other relief to which they are entitled.
27
28

1 DATED this 2nd day of November, 2018.

2 HAROLD P. GEWERTER, ESQ., LTD.

3 /s/ Harold P. Gewerter, Esq.

4 Harold P. Gewerter, Esq.

5 Nevada Bar Number: 499

6 1212 South Casino Center Blvd.

7 Las Vegas, Nevada 89104

8 Phone: (702) 382-1714

9 Fax: (702) 382-1759

10 Email: Harold@GewerterLaw.com

11 **CERTIFICATE OF SERVICE**

12 The undersigned, an employee of HAROLD P. GEWERTER, ESQ. LTD., hereby certifies that
13 on the 2nd day of November, 2018, caused a copy of the ***OPPOSITION TO MOTION TO ENFORCE***
14 ***SETTLEMENT AGREEMENT AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS,***
15 to be transmitted via Odyssey e-Filing System pursuant to Rule 5(b)(2)(D) of the Nevada Rules of
16 Civil Procedure and Rule 8.05 of the Eighth Judicial District Court Rules, as follows:

17 Brandon B. McDonald, Esq.
18 Charles ("CJ") E. Barnabi, Jr., Esq.
19 McDONALD LAW OFFICES
20 2451 W. Horizon Ridge Parkway, #120
21 Henderson, NV 89052

22 Daniel Marks, Esq.
23 610 South Ninth Street
24 Las Vegas, Nevada 89101
25 Telephone: (702) 386-0536
26 Fax: (702) 386-6812

27 /s/ Sonja K. Howard

28 An employee of

HAROLD P. GEWERTER, ESQ., LTD.

**AFFIDAVIT OF NAVNEET SHARDA IN SUPPORT OF OPPOSITION
TO MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND FOR AN AWARD OF ATTORNEY'S FEES AND COSTS**

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Dr. Navneet Sharda, being first duly sworn, deposes and says:

1. That I am knowledgeable about all matters set forth in this Affidavit and know them to be true, except where stated upon information and belief, and in those instances I believe them to be true.

2. That I am a Defendant/Counterclaimant in the instant matter, Case No. A-17-756274-C.

3. That I have read the Opposition to which this Affidavit is attached and am able to testify as to the matters stated therein.

4. That in early 2014 I was seeking an internet consultant for my medical practice and other businesses when I was introduced to Steven Barket by my former attorney.

5. Barket presented himself to me as a former FBI agent, a current FBI informant, an investigator for Las Vegas Metropolitan Police Department, and as a private investigator.

6. That as soon as Barket discovered I had financial means, he began lobbying and harassing me and pressuring me into various questionable business deals.

7. That soon thereafter, the relationship between myself and Barket became volatile and I wanted nothing further to do with him.

8. That Barket began further harassing me for monies allegedly owed to him for internet/website services and private investigator services he had claimed to perform.

1 9. That on August 15, 2016, I paid Barket the monies he claimed I owed him and we
2 entered into an agreement whereby we agreed not to communicate the content of any confidential
3 communications or proprietary information to third parties without the prior consent of the other.

4 10. That on August 15, 2016 Barket and I further agreed the neither would slander or
5 otherwise defame the other, including via written or electronic communications.

6 11. That on or about January of 2017, Barket pressured me into a deal whereby a company
7 of which I am an officer, Counterclaimant Trata, Inc., would loan One Million Dollars (\$1,000,000.00)
8 to Defendants Shafik Hirji and Shafik Brown (hereinafter the "Shafiks") as capital to open a furniture
9 company.

10 12. That said loan to the Shafiks was secured by a promissory note and personal guaranties
11 by the Shafiks.

12 13. That Barket was not a party to the note or the furniture store contract, but upon
13 information and belief, Barket received Three Hundred Thousand Dollars (\$300,000.00) from the
14 Shafiks.

15 14. That on or about the end of February 2017, I was contacted by the Shafiks stating that
16 Barket had been siphoning away the capital which was to be used to open the furniture store, and thus
17 making their performance of the furniture store contract impossible.

18 15. That to keep the project on track, Trata executed a second contract with the Shafiks for
19 an additional capital loan in the amount of Two Hundred Thousand Dollars (\$200,000.00) which was
20 secured by a second promissory note.

21 16. That Barket was not a party to this second contract and corresponding note.

22 17. That upon learning of Trata's second capital loan to the Shafiks, Barket demanded more
23 money from them, and in an attempt to bolster his demands, Barket began claiming to them that I was
24 an unworthy business partner.

25 18. That thereafter, Barket began sending text messages to the Shafiks and myself
26 threatening to publicize the private business dealings between the Shafiks and Trata to the general
27 public if Barket did not receive money from the second capital loan by Trata to the Shafiks.
28

1 19. That since the business dealings between Trata and the Shafiks were completely
2 legitimate, Barket's threats were ignored.

3 20. That when Barket was not included in the second capital loan, he made good on his
4 threats by publishing one of his so-called "whistleblower" internet sites targeting me
5 (navneetshardaexamined.com) which posted my private information and contained allegations against
6 me which cast me in a negative and false light.

7 21. That in a further attempt to coerce money from me and or harass me, on or about June
8 of 2017 Barket purchased a judgment against me in Case No. A-15-712697 (Gordon Silver v. Sharda).

9 22. That without providing me due notice, Barket showed up one morning at my home
10 (which I shared with my elderly mother) with constables and proceeded to take all of my parents'
11 furniture, a truck belonging to a company in Arizona, my father's Mercedes, my vehicle, and two
12 motorcycles.

13 23. That while said internet site was viewable on the internet, both my medical practice
14 and business relationships were severely damaged financially and in terms of reputation.

15 24. That contemporaneously, Barket also published a "whistleblower" site against the
16 Shafiks, shafikhirji.com.

17 25. That after the Shafiks and I refused to pay money from the furniture store to Barket, he
18 then sued us (the present case).

19 26. That during a break in a debtor-creditor exam relating to Case No. A-15-712697,
20 Barket convinced me that the Shafiks had killed people and were going to kill me but that Barket
21 would ensure my safety if I would enter into the subject Settlement Agreement.

22 27. That on July 29, 2017 I was pressured under extreme duress to sign the subject
23 Settlement Agreement.

24 28. That said duress created by Barket was the internet site navneetshardaexamined.com
25 and that I would be physically harmed, or more specifically, killed by the Shafiks without Barket's
26 protection.


27 29. That said Agreement is only between myself and Barket.
28

30. That the internet site, navneetshardaexamined.com, was later taken down after I was pressured into the July 29, 2017 Settlement Agreement which Barket is presently trying to enforce against me.

31. That I have complied with the terms of the subject Settlement Agreement which has resulted in a financial windfall to Barket, and that Barket's subsequent actions based upon the subject Settlement Agreement have resulted in findings of fraud by the District Court in Case No. A-17-763995-C.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

NAUGHT.



DR. NAVNEET SHARDA

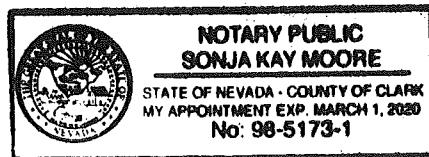
SUBSCRIBED AND SWORN to before me
this 31st day of October, 2018.

Song & Moore

NOTARY PUBLIC

in and for the State of Nevada, County of Clark.

My Commission Expires: 03/01/2020



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Copy of Subject Settlement Agreement
Confidential
Delivered to the Court's Chambers Only

EXHIBIT 7

EXHIBIT 7

January 17, 2019 Unofficial Hearing Transcript of
the Hearing re Motion to Enforce Settlement
Agreement

1 **THE BARNABI LAW FIRM, PLLC**
2 CHARLES ("CJ") E. BARNABI JR., ESQ.
3 Nevada Bar No. 14477
375 E. Warm Springs Road, Ste. 104
4 Las Vegas, NV 89119
Email: cj@barnabilaw.com
5 Telephone: (702) 475-8903
Facsimile: (702) 966-3718
Attorneys for Plaintiffs

6
7 **EIGHTH JUDICIAL DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 STEVEN BARKET, an individual; and G65
10 VENTURES, LLC., a Nevada Limited Liability
Company,

11 Plaintiffs,

12 vs.

13 SHAFIK HIRJI, an individual; SHAFIK
14 BROWN, an individual; and NAVNEET
15 SHARDA, an individual; FURNITURE
16 BOUTIQUE, LLC., A Nevada Limited Liability
Company, and DOES 1-X, inclusive and ROE
CORPORATIONS XI through XX,

17 Defendants.
18
19
20

AND ALL RELATED MATTERS

Case No.: A-17-756274-C
Dept. No.: IV

Hearing Date: January 17, 2019

21 **TRANSCRIPT FOR THE JANUARY 17, 2019 HEARING ON THE MOTION TO**
22 **ENFORCE SETTLEMENT AGREEMENT**

23 Parties Present:

24 Judge J. Charles Thompson, Charles Barnabi for Plaintiffs, Harold Gerwerter for Dr. Sharda, and
25 Teletha Zupan for Shafik Hirji, Shafik Brown and Furniture Boutique.

26 Mr. Barnabi: Good morning your Honor, Charles Barnabi for Plaintiffs.

27 Mr. Gerwerter: Good morning your Honor, Harold Gerwerter for Dr. Sharda.
28

1 Ms. Zupan: Good morning your Honor, Teletha Zupan for Shafik Hirji, Shafik Brown
2 and Furniture Boutique.

3 Judge Thompson: Alright this is a Motion to Enforce Settlement Agreement.

4 Mr. Barnabi: Yes your Honor, I'll just keep it brief, provide a brief overview. Point in the
5 matter was filed on June 1, 2017. After that time in an unrelated matter that
6 involved the parties that are most relevant to this issue. There was a
7 judgment debtor exam of Dr. Sharda that was conducted on July 29, 2017.
8 Around midway through the judgment debtor exam the parties decided they
9 were going to enter into a settlement agreement. Like I said, this matter was
10 pending at that time and there was verbiage in that settlement agreement
11 that basically said Dr. Sharda was going to be dismissed from the matter.
12 So, there were attempts to extricate Dr. Sharda from the Complaint and at
13 this time the counterclaim had not been filed. The counterclaim by Dr.
14 Sharda was subsequently filed by Dr. Sharda on August 11, 2017. So prior
15 counsel was attempting to get the parties extricated based on what the
16 understanding of the language of the settlement agreement was. Then there
17 were allegations on performance when in fact the parties are already entered
18 into a binding agreement. Prior counsel for Dr. Sharda decided or informed
19 prior counsel for Plaintiffs that he was not going to abide by the terms of
20 the settlement agreement. So that's mainly why we are here today. There's
21 allegations of duress and lack of enforceability...

22 Judge Thompson: He claims that he signed it under duress that he was threatened he was gonna
23 get killed.

24 Mr. Barnabi: Right, if you look at the affidavit of Michael Mazur which is the counsel
25
26
27
28

1 that was conducting the judgment debtor exam for the Plaintiff in that
2 matter, its pretty clear cut that they went for several hours at the judgment
3 debtor exam then through counsels of both parties they entered into the
4 settlement agreement. There were several hearings, as mentioned by Mr.
5 Mazur, that this allegation of duress or foul play was never brought into the
6 viewpoint of that courtroom. This is only a claim that has been made
7 following a Motion to Enforce a Settlement Agreement that the parties have
8 already entered into, which is binding. Those allegations, irrespective your
9 Honor, are, would be barred by the pearl evidence rule and because it
10 directly contradicts the terms of the settlement agreement, but further, in
11 addition to the claims, like I mentioned....

12
13
14 Judge Thompson: If he signed it under duress he could testify to that couldn't he?

15 Mr. Barnabi: I believe he could testify to that but it still would be barred, I believe, by the
16 pearl evidence rule your Honor...

17 Judge Thompson: My problem is I kind of have an issue of fact here... well...

18 Mr. Barnabi: Well, I also submit your honor that in the counterclaim there is no allegation
19 or claim of distress or claim of a rescission to bar the terms of the settlement
20 agreement. The only cause of action that was mentioned in that
21 counterclaim was a breach of contract brought by both Dr. Sharda and ...

22
23 Judge Thompson: Well it only came up when you moved to enforce the settlement.

24 Mr. Barnabi: I'm sorry?

25 Judge Thompson: The claim of duress only came up when you moved to enforce the settlement
26 right?

27 Mr. Barnabi: That's, yes around a year and a half after the fact.
28

1 Judge Thompson: Right.

2 Mr. Barnabi: Your Honor, so, its, I believe if there is substance it would have been

3 brought forward in the counterclaim because the parties were obviously

4 aware that the settlement agreement had been executed at that time, as of

5 July 29 of 2017. So I believe it should be enforced as requested and

6 attorney's fees granted as well and I'll save (inaudible) for the reply.

7

8 Judge Thompson: Counsel.

9 Mr. Gerwerter: Your Honor we have an amazing motion here. Half of its just (inaudible)

10 for reasons that make no sense whatsoever they bring in new facts, new

11 arguments in the Reply for the first time. We all know that's not permissible.

12 If its not in the motion you can't raise it in the reply but they do it to sit there

13 and attack me. Number two we do have a major issue of fact here and that's

14 duress and it was brought during the time. The man was threatened with his

15 life "sign this or else" and the, and his client made numerous comments to

16 my client outside the presence of others. That's an issue of fact that must

17 be tried your Honor, we must have an evidentiary hearing (inaudible)...

18

19 Judge Thompson: I've got to hold an evidentiary hearing. This isn't something I want to do

20 but I'm going to.

21

22 Mr. Gerwerter: And I want, I need to do some discovery beforehand. Let me do discovery.

23 I I was (inaudible)...

24 Judge Thompson: You don't need discovery.

25 Mr. Gerwerter: Okay.

26 Judge Thompson: We'll just hold an evidentiary hearing. I had written a day when I have

27 nothing else on the calendar on Friday February 15th 9 o'clock right here.

28

1 Mr. Gerwerter: That' fine your Honor.
2 Judge Thompson: You'll be here? It's your request, you have the burden.
3 Mr. Gerweter: Right.
4 Judge Thompson: Alright, I'll see you then.
5 Mr. Gerwerter: Your Honor may I ask for attorney's fees?
6 Judge Thompson: No No!
7 Mr. Gerwerter: Well I have an issue here. What issue is their reply as relates to...
8 Judge Thompson: No attorney's fees.
9 Mr. Gewerter: What's that?
10 Judge Thompson: No attorney's fees.
11 Mr. Gewerter: but as it relates to...
12 Judge Thompson: You be here on the 15th with your client and we'll here you.
13 Mr. Gewerter: Alright, thank you your Honor.
14 Judge Thompson: And if there's any opposition you better bring it.
15 Mr. Barnabi: Alright your Honor.
16 Barnabi & Gewerter: Thank you.
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 8

EXHIBIT 8

Letter dated January 29, 2020 from CJ Barnabi, Esq.
to Harold Gewerter, Esq. re Continuing the
Judgment Debtor Exam



THE BARNABI LAW FIRM

CJ Barnabi, Esq. | Attorney & Counselor

375 EAST WARM SPRINGS RD., STE. 104, LAS VEGAS, NV 89119

January 29, 2020

Via Email to harold@gewerterlaw.com

Harold Gewerter, Esq.
Law Offices of Harold P. Gewerter Esq., LTD.
1212 S. Casino Center Blvd.
Las Vegas, NV 89104

Re: Gordon Silver v. Navneet Sharda
Examination of Judgment Debtor / Order to Show Cause Why Judgment Debtor
Should Not Be Held in Contempt and Bench Warrant Issued
Case No.: A-15-712697-C

Mr. Gewerter:

In regards to your prior correspondences of January 23, 2020 and my willingness to call you to discuss the matter (on a day when I could have easily elected to address other pending and immediate issues) – I won't tolerate your conduct. If you want to tell someone that they need to "shut up", they don't "understand English", are "playing dumb" and initiate the conversation by stating "Are you playing games with me!", you need to find a different audience. While I attempted to understand your position while you were yelling at me, you would not answer any of my questions with any response except to tell me "I don't understand English" and other inappropriate outbursts. Thus, the conversation was ended in an "abrupt" manner as you mentioned.

In regard to your claims that your Client has satisfied the underlying judgment, I disagree. As Sharda failed to fulfill all the terms outlined in Settlement Agreement, which you previously attached, there was and is no right to a satisfaction of judgment. In other words, only after complete compliance with the Settlement Agreement was a satisfaction of judgment to issue. Settlement Agreement, p. 1:25-28. Under the Settlement Agreement Sharda is required to pay additional sums for any collection efforts, which have also not been paid. *Id.* at p. 2:20-22. Mr. Mazur is owed, in regard to that point, \$80,000, plus the fees incurred for defending Sharda's attempt to vacate the judgment in this case, following the Settlement Agreement in October 2017 – December 2017. My office will also likely be owed additional fees and costs for having to enforce the terms of the Settlement Agreement, which will likely be approximately \$20,000-\$30,000. The precise amount will be determined by the Court at a later date.



THE BARNABI LAW FIRM

CJ Barnabi, Esq. | Attorney & Counselor

375 EAST WARM SPRINGS RD., STE. 104, LAS VEGAS, NV 89119

However, more central to your correspondences, since your Client has failed to provide the documents which have been Ordered to be provided on or before January 20, 2020 – I will be filing an order to show cause why Sharda should not be held in contempt and a bench warrant issued. The judgment debtor examination will be continued to a date following the court's determination of sanctions.

If your Client intends to fulfill the terms of the Settlement Agreement you may advise me in writing. In the meantime, my Client is permitted to satisfy the judgment in any lawful manner permitted.

THE BARNABI LAW FIRM, PLLC

Charles ("CJ") E. Barnabi, Esq.

cc: Client

EXHIBIT “17”
Cancer Care CIT Agreement

Steven D. Grierson

COJ

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

CANCER CARE FOUNDATION, INC. a
Nevada non-profit corporation,

Plaintiff,

vs.

BOULEVARD FURNITURE INC, a Nevada
corporation; SUNSET FURNITURE INC, a
Nevada corporation; FURNITURE BOUTIQUE
LLC, a Nevada limited liability company;
GIZMO EMPOWERED INC., a Nevada
corporation; S550 INVESTMENTS INC., a
Nevada corporation; SL550 INVESTMENTS
INC, a Nevada corporation; GENESIS
INVESTMENTS INC, a Nevada corporation;
HATARI RESTAURANT & SPORTS BAR
LLC, a Nevada limited liability company;
FUSION RESTAURANT INC, a Nevada
corporation; SHAFIK HIRJI, an individual;
SHAFIK BROWN, an individual; YASMIN
BROWN, an individual; and DOES I through X
and ROE COMPANIES I through XX

Defendants.

Case No.: A-17-763985-C

Dept. No.: Department 16

CONFESSION OF JUDGMENT

CONFESSION OF JUDGMENT

BOULEVARD FURNITURE INC, a Nevada corporation; SUNSET FURNITURE INC, a
Nevada corporation; FURNITURE BOUTIQUE LLC, a Nevada limited liability company;
GIZMO EMPOWERED INC., a Nevada corporation; S550 INVESTMENTS INC., a Nevada
corporation; SL550 INVESTMENTS INC, a Nevada corporation; GENESIS INVESTMENTS
INC, a Nevada corporation; HATARI RESTAURANT & SPORTS BAR LLC, a Nevada limited
liability company; FUSION RESTAURANT INC, a Nevada corporation; SHAFIK HIRJI, an
individual; SHAFIK BROWN, an individual; YASMIN BROWN, an individual; the Defendants

1

BOULEVARD *HL* SUNSET *HL* FURNITURE BOUTIQUE *HL* GIZMO *HL*
S550 *HL* SL550 *HL* GENESIS *HL* HATARI *HL* FUSION *HL* HIRJI *HL* BROWN *HL* Y. BROWN *HL*

214

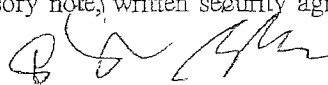
4

1 in the above-entitled matter (hereinafter collectively "DEFENDANTS"), hereby Confess
2 Judgment in the above-entitled matter in favor of Plaintiff, CANCER CARE FOUNDATION,
3 INC., a Nevada non-profit corporation in the sum of \$1,213,088.50 (One Million Two Hundred
4 Thirteen Thousand Eighty-Eight Dollars and Fifty Cents) and authorize entry of Judgment against
5 DEFENDANTS, jointly and severally, in that sum, (less credit for any payments received by
6 CANCER CARE FOUNDATION, INC. pursuant to the Change in Terms Agreement) which is
7 further discussed below. This Confession of Judgment arises out of the following factual
8 situation:

9
10 I. SUMMARY OF FACTS.

11 1. On November 7, 2016, PLAINTIFF and DEFENDANTS entered into a written
12 secured loan agreement, secured promissory note, written security agreement and confession of
13 judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a loan to
14 BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the original
15 principal amount of \$200,000.00 (Two Hundred Thousand Dollars)("Loan No. 1").

16 2. On December 20, 2016, PLAINTIFF AND DEFENDANTS entered into a second
17 written secured loan agreement, secured promissory note, written security agreement and
18 confession of judgment, wherein Plaintiff, CANCER CARE FOUNDATION, INC. provided a
19 loan to BOULEVARD FURNITURE INC, SHAFIK HIRJI, and SHAFIK BROWN, in the
20 original principal amount of \$100,000.00 (One Hundred Thousand Dollars) ("Loan No. 2");

21 3. The DEFENDANTS defaulted on the payments pursuant to the terms of the written
22 secured loan agreement, secured promissory note, written security agreement and confession of
23 judgment for Loan No. 1 and Loan No. 2; 

24 4. On ^{Sept 1}~~August 27~~, 2017, the parties entered into a CHANGE IN TERMS
25 AGREEMENT, whereby DEFENDANTS and PLAINTIFF agreed to modify the payment terms
26 of each of the LOANS, extend the Maturity Date, adjust the interest rates and amend the
27
28

BOULEVARD  SUNSET  FURNITURE BOUTIQUE  GIZMO 

S550  SL550  GENESIS  HATARI  USION  HIRJI  BROWN,  Y. BROWN 

1 repayment schedule to make certain payments (the "Change in Terms Agreement"). A true and
2 correct copy is attached hereto as Exhibit "1" and incorporated herein by this reference.

3 4 II. REPAYMENT TERMS.

5 Pursuant to the Change in Terms Agreement, the Parties agreed to modify the past due
6 balance (\$705,588.50) due on the Loans to \$585,000.00, reduce the interest rates based upon the
7 following terms, among others, provided that all payments are timely made as follows:

8 a. Term. The LOAN TERM shall be modified from that stated in each of the LOAN
9 DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on
10 September 1, 2017. *25th, 2021* *[Signature]*

11 b. Maturity Date. The maturity date of each of the LOANS shall be modified to
12 September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all
13 unpaid principal, interest, late fees, interest late fees shall become due and payable.

14 c. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty
15 (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is
16 paid full. Should BORROWERS DEFAULT or not timely make each of their
17 MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back
18 to the original interest rate of fifty (50%) percent retroactively.

19 d. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five
20 Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only
21 as follows (See Exhibit "1" attached to the CHANGE IN TERMS AGREEMENTS as
22 "AMORTIZATION CHART"):

23 a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY
24 PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT")
25 in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight
26 Cents) and two (2) additional MONTHLY PAYMENTS of payments in the
27 amount of \$6,909.78 due on the first (1st) day of each month thereafter; *25th* *[Signature]*

28 b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall
29 pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on
30 December 1, 2017 and on the first (1st) day of each month thereafter; *25th* *[Signature]*

31 c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter,
32 commencing on March 1, 2018, in month seven (7), BORROWERS shall make
33 forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen

BOULEVARD *[Signature]* SUNSET *[Signature]* FURNITURE BOUTIQUE *[Signature]* GIZMO *[Signature]*

S550 *[Signature]* SL550 *[Signature]* GENESIS *[Signature]* HATARI *[Signature]* FUSION *[Signature]* HIRJI *[Signature]* BROWN *[Signature]* BROWN *[Signature]*

4/12 82-415
25/14

Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT");

d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46.

e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.

e. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds.

III. ENTRY OF JUDGMENT

5. In the event the DEFENDANTS fail to make any monthly payment that is due, then DEFENDANTS shall be in default of the Change in Terms Agreement. Upon default, CANCER CARE FOUNDATION, INC. shall be entitled to immediately file this Confession of Judgment and have judgment entered in an amount of \$1,213,088.50, jointly and severally, against the DEFENDANTS, (less credit for any payments that have been received by Plaintiff pursuant to the terms of this Confession of Judgment and Change in Terms Agreement). Additionally, interest shall continue to accrue at the contract default rate of 50% per year.

6. We are authorized, consent and agree to execute this Confession of Judgment, and authorize entry of the Judgment based upon this Confession of Judgment Statement. We understand that this Confession of Judgment will not be filed and entered with the court, unless the DEFENDANTS default under the terms of the Change in Terms Agreement.

7. We consent and agree that should DEFENDANTS default on the terms of the Change In Terms Agreement, that CANCER CARE FOUNDATION, INC. shall be granted an immediate Judgment, jointly and severally, against the DEFENDANTS, which includes the

4

BOULEVARD 4/12 SUNSET 4/12 FURNITURE BOUTIQUE 4/12 GIZMO 4/12
S550 4/12 SL550 4/12 GENESIS 4/12 ZHATARI 4/12 FUSION 4/12 HIRJI 4/12 BROWN 4/12 BROWN 4/12

217

7

JA000385

principal amount due, accrued interest, attorneys' fees and costs, plus future interest at the contract rate of 50% annually, plus future attorneys' fees in the amount of \$50,000.00, plus future costs in the amount of \$7,500.00, fees and costs incurred in collecting judgement, together with interest until such time that the judgment is paid in full.

8. Should DEFAULT occur, this confession of judgment shall be immediately filed and entered in the Eighth Judicial District Court of Clark County Nevada, in favor of Plaintiff, CANCER CARE FOUNDATION, INC. and against the Defendants, BOULEVARD FURNITURE INC, SUNSET FURNITURE INC, FURNITURE BOUTIQUE LLC, GIZMO EMPOWERED INC., S550 INVESTMENTS INC., SL550 INVESTMENTS INC, GENESIS INVESTMENTS INC, HATARI RESTAURANT & SPORTS BAR LLC, FUSION RESTAURANT INC, SHAFIK HIRJI, SHAFIK BROWN, and YASMIN BROWN, jointly and severally, as follows:

Principal	\$ 300,000.00
Interest and late fees (2016- August 2017)	\$ 405,588.50
Interest (through August 1, 2021)	\$ 450,000.00
Future Attorneys' fees	\$ 50,000.00
Future Court costs	\$ 7,500.00
TOTAL JUDGMENT	\$ 1,213,088.50

VERIFICATION & ACKNOWLEDGEMENT

We have read the foregoing Confession of Judgment Statement and know the contents thereof and verify and acknowledge the contents herein. The matters stated herein are true of our own knowledge, except as to matters stated therein on information and belief, and as to those matters, we believe them to be true. All of the above-stated facts are within our personal knowledge and if called as a witness we could and would testify competently thereto. We authorize the entry of Judgment in the amount of \$1,213,088.50, jointly and severally against the DEFENDANTS. The judgment amount is justly due based upon our Change in Terms Agreement

BOULEVARD HL SUNSET HL FURNITURE BOUTIQUE HL GIZMO HL

S550 HL SL550 HL GENESIS HL HATARI HL FUSION HL HIRJI HL BROWN HL Y. BROWN HL

1 (Exhibit 1). The judgment amount does not exceed the amounts we have expressly agreed to in
2 the Change in Terms Agreement.

3 Upon entry of this judgment, Plaintiff shall be entitled to any post-judgment attorneys' fees
4 and costs incurred in enforcing the judgment, together with post-judgment interest at the Contract
5 rate of 50.00% and costs until such time that the judgment is paid in full.

6
7 *IN WITNESS WHEREOF*, the parties hereto have caused this Confession of Judgment to
8 be executed by their duly authorized representatives as of the date set forth herein.

9 We declare under penalty of perjury under the Laws of the State of Nevada that the
10 foregoing is true and correct.

11 DATED: this 31 day of September, 2017.
12
13

14 [SIGNATURES CONTINUED ON PAGES 6-7]
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6

BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL
S550 SL SL550 SL GENESIS SL HATARI SL FUSION SL HIRJI SL BROWN, SL BROWN SL

219

9


JA000387

1 BOULEVARD FURNITURE INC

2 [Signature]
3 By: SHAFIK BROWN
Its: President

4 SUBSCRIBED AND SWORN to before me
5 on this 1 Day of August 2017.

6 Notary Public

7  LUZ NAOMI GARCIA
Notary Public State of Nevada
8 No. 17-1618-1
SUNSET FURNITURE INC My Appt. Exp. May 5, 2021

9 By: _____
10 Its: _____

11 SUBSCRIBED AND SWORN to before me
12 on this _____ Day of August 2017.


13 Notary Public

14 FURNITURE BOETIQUE LLC

15 [Signature]
16 By: SHAFIK BROWN
Its: Managing Member


17 SUBSCRIBED AND SWORN to before me
18 on this 1 Day of August 2017.

19 Notary Public

20  LUZ NAOMI GARCIA
Notary Public State of Nevada
21 No. 17-1618-1
GIZMO EMPLOYMENT INC My Appt. Exp. May 5, 2021

22 By: SHAFIK BROWN
23 Its: President

24 SUBSCRIBED AND SWORN to before me
25 on this 1 Day of August 2017.


26 Notary Public  LUZ NAOMI GARCIA
Notary Public State of Nevada
27 No. 17-1618-1
28 My Appt. Exp. May 5, 2021

S550 INVESTMENTS INC.

[Signature]
By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.


Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
SL550 INVESTMENTS INC My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
GENESIS INVESTMENTS INC My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.


Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
HATARI RESTAURANT & SPORTS BAR LLC My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

 LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

7
BOULEVARD 42 SUNSET 42 FURNITURE BOETIQUE 42 GIZMO 42
S550 42 SL550 42 GENESIS 42 HATARI 42 FUSION 42 HIRJI 42 BROWN 42 Y. BROWN 42

FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

SHAFIK BROWN

By: SHAFIK BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

By: YASMIN BROWN
Its: an individual, as guarantor

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

Notary Public

LUZ NAOMI GARCIA
Notary Public State of Nevada
No. 17-1618-1
My Appt. Exp. May 5, 2021

BOULEVARD _____ SUNSET _____ FURNITURE BOUTIQUE _____ GIZMO _____

S550 _____ SL550 _____ GENESIS _____ HATARI _____ FUSION _____ HIRJI _____ BROWN, _____ Y. BROWN _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

9

BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL
S550 SL SL550 SL GENESIS SL FATAR SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

September 2017

CHANGE IN TERMS AGREEMENT

THIS CHANGE IN TERMS AGREEMENT (this "Agreement") is made and entered into as of this 1ST day of ~~August~~ 2017 (the "Effective Date") by and between Cancer Care Foundation, Inc. a Nevada non-profit corporation (herein "CCFI" or "LENDER") with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121 on the one hand and Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein "HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the other hand.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

WITNESSETH:

WHEREAS, the Parties have entered into various secured loans wherein LENDER loaned BORROWERS funds for the operation of their business, and the BORROWERS agreed to repay the loans based upon the terms and conditions of each loan as follows:

LOAN NO. 1: NOVEMBER 7, 2016 / \$200,000.00:

WHEREAS, on November 7, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of \$200,000.00 (Two Hundred Thousand Dollars) ("LOAN NO. 1") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 1"), written Security Agreement (the "SECURITY AGREEMENT NO. 1") and written Confession of Judgment ("COJ") (collectively "LOAN DOCUMENTATION NO. 1") as follows:

Lender:	CCFI
Loan Amount:	\$200,000.00
Term:	Thirteen (13) months
Annual Interest Rate:	Fifty (50%) percent
Maturity Date:	December 21, 2017
Balance Due:	\$422,826.74

CHANGE IN TERMS AGREEMENT | Page - 1 -

LENDER: CCFI

BORROWERS: BOULEVARD HR SUNSET HR FURNITURE BOUTIQUE HR GIZMO HR
S550 HR SL550 HR GENESIS HR HATARI HR FUSION HR HIRJI HR BROWN HR Y. BROWN HR

LOAN NO. 2: DECEMBER 20, 2016 / \$100,000.00:

WHEREAS, on December 20, 2016, LENDER CCFI on the one hand and BOULEVARD INC., HIRJI and BROWN on the other hand entered into a written secured Loan Agreement, wherein LENDER provided a loan to BOULEVARD INC., HIRJI and BROWN in the principal amount of \$100,000.00 (One Hundred Thousand Dollars) ("LOAN NO. 2") as evidenced by the written documentation, including but not limited to a Secured Promissory Note (the "NOTE NO. 2"), written Security Agreement (the "SECURITY AGREEMENT NO. 2") and written Confession of Judgment ("COJ NO. 2") (collectively "LOAN DOCUMENTATION NO. 2") as follows:

Lender:	CCFI
Loan Amount:	\$100,000.00
Term:	Three (3) months
Annual Interest Rate:	Forty-eight (48%) percent
Maturity Date:	March 25, 2017
Balance Due:	\$282,761.76

CONFESSIONS OF JUDGMENT:

WHEREAS, on March 18, 2017, BROWN executed a Confession of Judgment in favor of TRATA, INC. for the amount of \$400,000.00 relating to LOAN NO. 1, and BROWN granted a security interest in all of his assets and executed a personal guaranty;

WHEREAS, on March 18, 2017, HIRJI executed a Confession of Judgment in favor of TRATA, INC. for the amount of \$400,000.00 relating to LOAN NO. 1, and HIRJI granted a security interest in all of his assets and executed a personal guaranty;

THE DEFAULT:

WHEREAS, pursuant to the terms of each of the LOANS (1-2) and NOTES (1-2), and LOAN DOCUMENTATION (1-2) and the ADDENDUM thereto, the BORROWERS were required to make monthly payments as set forth in the corresponding LOAN DOCUMENTATION;

WHEREAS, the BORROWERS have failed to make the monthly payments as required by the terms of the LOANS. Accordingly, the BORROWERS are currently in default (the "DEFAULT") on each of the LOANS by their failure to timely make the payment due under the terms of the LOANS. As a result, the BORROWERS have incurred such additional fees for their DEFAULT, including but not limited to, late charges, interest late charges, attorneys' fees and costs. In addition, the LOANS have accelerated and the entire balance due has become immediately due and payable;

WHEREAS, the LOANS have a current past due balance in the amount of \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE"), which includes, principal, accrued interest, late fees and interest late fees as follows:

NOTE 1	
LOAN DATE	November 7, 2016
LOAN AMOUNT	\$200,000.00
TOTAL DUE	\$422,826.74

NOTE 2	
LOAN DATE	December 20, 2016
LOAN AMOUNT	\$100,000.00
TOTAL DUE	\$282,761.76

TOTAL DUE CCFI	\$705,588.50
----------------	--------------

WHEREAS, BORROWERS and LENDER desire to modify the LOANS and LOAN DOCUMENTATION by extending the Maturity Date, extending the repayment terms, adjusting the interest rates and amend the repayment schedule as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the forbearance, the modification and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

AGREEMENT

1. Agreement. In exchange for the consideration as set forth herein, LENDER and BORROWERS agree to amend the LOANS and LOAN DOCUMENTATION as follows:
2. Incorporation by Reference. The above and foregoing Recitals are incorporated herein and made part of this Agreement as though set forth herein. Further, NOTE NO. 1, SECURITY AGREEMENT NO. 1, LOAN DOCUMENTS NO. 1, COJ NO. 1 and NOTE NO. 2, SECURITY AGREEMENT NO. 2, LOAN DOCUMENTS NO. 2, COJ NO. 2 are incorporated herein by this reference.
3. Consideration. The Parties acknowledge that in consideration of the obligations, and the undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged.

4. Change in Terms. LENDER and BORROWERS agree to modify and amend the LOAN, NOTE, SECURITY AGREEMENT, LOAN DOCUMENTATION and CONFESSION OF JUDGMENTS as follows:

a. Loan Balance. The PAST DUE BALANCE shall be modified from \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents) (the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.

b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.

c. Maturity Date. The maturity date of each of the LOANS shall be modified to September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").

d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.

e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached hereto as "AMORTIZATION CHART"):

a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT") in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of \$6,909.78 due on the first (1st) day of each month thereafter;

b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on December 1, 2017 and on the first (1st) day of each month thereafter;

c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter, commencing on March 4, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of

CHANGE IN TERMS AGREEMENT | Page - 4 -

LENDER: CCFI

BORROWERS: BOULEVARD, SUNSET, FURNITURE BOUTIQUE, GIZMO, SL550, GENESIS, HATARI, FUSION, HIRJI, BROWN, Y. BROWN

226

16

JA000394

each month thereafter (collectively the "MONTHLY PAYMENT");

- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46. *25th of Jan*
- e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any INITIAL PAYMENT or MONTHLY PAYMENT by 5:00 p.m. on the Monthly Payment Due Date, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.
- g. Acceleration of Debt. In the event that the BORROWERS DEFAULT, or breach any condition relating to any security, security agreement, note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within five (5) days, or is in DEFAULT, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note based upon the original PAST DUE BALANCE, plus any accrued interest, late fees, interest late fees, attorneys' fees and costs.
- h. Security / COLLATERAL. The repayment of the LOAN BALANCE shall be secured by the assets of the BORROWERS together with the granting of a security interest in all of the assets as follows:
- i. Grant of Security Interest. BORROWERS (collectively the "Debtor"), hereby grant to LENDERS ("Secured Party") a security interest in all of the Debtors' real and personal property (the "COLLATERAL") including but not limited to the following:
 - ii. COLLATERAL shall include, but is not limited to, the Debtors' tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment, other personal property and anything of value, whether currently owned or acquired in the future, tangible or intangible (the "Personal Property") and all general intangibles relating to or arising from the Personal Property, all

cash and non-cash proceeds (including insurance proceeds) of the Personal Property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof to secure payment of the obligations of Debtors to Secured Party (the "Obligations") in the payment of the Purchase Price. The Parties authorize the filing of an amendment to the existing UCC (1) and/or the filing of a new UCC (1) and any renewal statements to secure the assets and/or COLLATERAL.

- i. Secured Promissory Note. Concurrently with the execution of this Agreement and in full and final settlement, resolution and payment of the obligations and payments and amounts due or payable to LENDER by the BORROWERS, the BORROWERS shall execute and deliver to LENDER an executed original SECURED PROMISSORY NOTE in the principal sum of \$585,000.00 (Five Hundred Eighty Five Thousand Dollars) (which sum shall bear an annual interest rate of thirty percent (30%) for a term of forty-eight (48) months and paid as set forth in the promissory note attached hereto as Exhibit "2" (the "SECURED PROMISSORY NOTE").
 - j. Confession of Judgment. As additional security for the payment of the LOAN AMOUNT and contemporaneously with the execution hereof, BORROWERS shall execute a Confession of Judgment in the amount of \$705,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents), plus future interest through the TERM, past and future attorneys' fees and costs (less credit for all payments made pursuant to this Agreement) which may be immediately filed by LENDER in the event of a DEFAULT in payment by the BORROWERS. Exhibit "3." (the "CONFESSION OF JUDGMENT"). No notice is required to be given to BORROWERS either prior to the DEFAULT or prior to filing of the CONFESSION OF JUDGMENT.
 - i. Upon DEFAULT, the total PAST DUE BALANCE shall become due and payable (less credit for any payments), the INTEREST RATE shall revert back retroactively to the original interest rate of each LOAN (50%) and NOTE, and the LATE FEES and DEFAULT INTEREST RATE shall be reinstated.
5. Financial Statements. BORROWER shall provide monthly financial statements, in such format and detail as requested by LENDER (including but not limited to a work in process) within fifteen (15) days of each month end.
6. Lender's Rights. In addition to any rights granted in the LOAN DOCUMENTS, Lender shall have the additional rights, at Lender's sole discretion to do any of the following:
- b. Accelerate the entire LOAN BALANCE together with all unpaid interest; and/or

- c. Lender shall have immediate possession of all of the COLLATERAL of the Borrower as described herein. BORROWER consents to grant possession to LENDER OR LENDER'S authorized representative, and BORROWERS waive any and all defenses that may have been raised, whether in law or in equity.

7. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that the following statements are true and correct as of the Effective date of this Forbearance Agreement:

- a. Consents. The parties have obtained any and all necessary consents, approvals and taken all actions necessary to procure due authorization for the execution and delivery of this Agreement and that the consummation and performance of the terms and conditions contemplated by this Agreement are duly authorized.
- b. Authority to Act. The undersigned parties acknowledge that they have authority to act on behalf of their client or employer in the execution of this Agreement and that such authority to act has been acknowledged by the principal/employer.
- c. Organization, Qualification, and Corporate Power. Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Borrower is duly authorized to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Borrower has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.
- d. Authorization of Transaction. Borrower has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder.
- e. Enforceability. Assuming due execution and delivery of this Agreement by each Party, and subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting the rights of creditors generally, this Agreement constitutes the valid and legally binding obligations of the parties and enforceable against the parties in accordance with its terms.
- f. Miscellaneous. The representations and warranties of Borrower in this Agreement do not and will not contain any untrue statement of material fact, do not and will not omit to state any material fact required to be stated in order to make the representations, warranties or statements contained herein or therein, in light of the context in which they were made, not misleading.

- g. No Conflicts. Except where such conflict, breach or DEFAULT would not have a material adverse effect on a party's ability to perform its obligations contemplated herein, neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement will not conflict in any respect with, result in a breach of, or constitute a DEFAULT under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound.
- h. No Promise or Inducement. That no promise or inducement has been offered except as set forth herein, this Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor.
- i. Ratification of Note. Each of the terms of the Note and other Loan Documents are hereby ratified and reaffirmed unconditionally, and shall remain in full force and effect.

j. REPRESENTATIONS. LENDER IS RELYING UPON EACH OF THE MATERIAL REPRESENTATION THAT ARE CONTAINED WITHIN THE BORROWERS' PERSONAL FINANCIAL STATEMENT, WHICH WAS PREPARED BY BORROWERS. BORROWERS REPRESENT AND WARRANT THAT THE REPRESENTATIONS OF BORROWERS IN THIS AGREEMENT, AND THE PERSONAL FINANCIAL STATEMENT DATED AUGUST 2017, PREPARED BY BORROWERS, DO NOT CONTAIN ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, AND FURTHER, DO NOT OMIT TO STATE ANY MATERIAL FACT REQUIRED TO BE STATED IN ORDER TO MAKE THE REPRESENTATION CONTAINED THEREIN, IN LIGHT OF THE CONTEXT IN WHICH THEY WERE MADE, NOT MISLEADING. SHOULD BORROWERS MISREPRESENT THEIR FINANCIAL SITUATION BY UNDERSTATING ASSETS AND/OR INCOME OR OVERSTATING LIABILITIES, OR PROVIDE ANY UNTRUE, FALSE OR MISLEADING STATEMENT OF MATERIAL FACT, BEEN MADE, OR SHOULD THERE BE ANY OMISSION OF ANY MATERIAL FACT, THEN LENDER SHALL BE ENTITLED, BUT NOT REQUIRED, TO IMMEDIATELY FILE THE CONFESSION OF JUDGMENT AND ENTER JUDGMENT AS SET FORTH ABOVE WHICH INCLUDES THE PAST DUE BALANCE, FUTURE INTEREST, FUTURE LATE FEES, FUTURE ATTORNEYS' FEE AND COSTS. IN THIS EVENT, THE JUDGMENT AMOUNT SHALL BE DEEMED A NON-DISCHARGEABLE DEBT IN ANY BANKRUPTCY FILED BY SETTLING PARTY.

INITIALS: [Signature]

INITIALS: [Signature]

INITIALS: _____

INITIALS: [Signature]

INITIALS: _____

INITIALS: [Signature]

CHANGE IN TERMS AGREEMENT | Page - 8 -

LENDER: COPI [Signature]

BORROWERS: BOULEVARD 7 SUNSET 7 FURNITURE BOUTIQUE 7 GIZMO 7
 S550 7 GENESIS 7 HATARI 7 FUSION 7 HIRJI 7 BROWN 7 Y. BROWN 7

INITIALS: _____

INITIALS: _____

INITIALS: _____

INITIALS: _____

8. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

9. Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary for the same counterpart of this Agreement to be signed by all of the parties in order for it to be binding upon all of the parties in accordance with the terms hereof.

10. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

11. Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

12. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by applicable law.

13. Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and deemed duly given, made and received when (a) personally delivered or (b) three (3) business days after said notice, request, demand and other communication is deposited in U.S. Mail, certified mail, return receipt requested or by overnight mail addressed as follows or at such other addresses as either Party may advise the other from time to time in writing in compliance with this section of this Agreement:

If to the LENDER:

If to BORROWERS:

14. Attorney Representation/Tax Professional. In the negotiation, preparation and execution of this Agreement, each Party has been represented by, or has been afforded the opportunity to consult with an attorney and/or tax professional of such Party's own choosing prior to the execution of this Agreement and has been advised that it is in such Party's best interest to do so. All Parties hereto acknowledge and represent that there may be certain Federal and/or State tax consequences created as a result of entering into this Agreement. The parties have read this Agreement in its entirety and fully understand its terms and provisions. The parties have executed this Agreement freely, voluntarily and without any coercion whatsoever, they accept all terms, conditions and provisions hereof.

15. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that this Agreement was prepared by all signatories hereto and their counsel, and in case of ambiguity shall not be construed more strongly against one than against the others. The Parties agree that venue and jurisdiction in any action to enforce this Agreement shall be exclusively within the State or Federal Courts located within Clark County, Nevada.

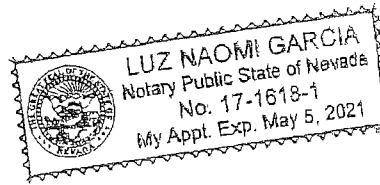
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

[Signatures appear on next two pages]

LENDER:

CANCER CARE FOUNDATION, INC.

By: NAVNEET N. SHARDA
Its: President



BORROWERS:

BOULEVARD FURNITURE INC

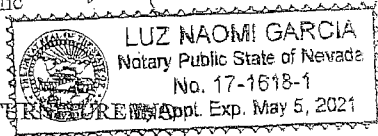
By: SHAFIK BROWN
Its: President

S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUNSET FURNITURE INC

By: _____
Its: _____

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

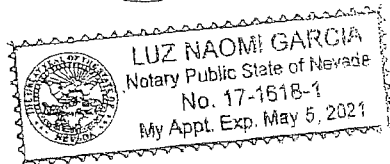
Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

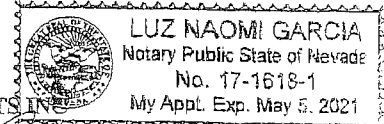
SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

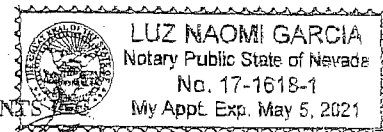


SL550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

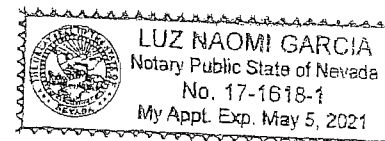


GENESIS INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



CHANGE IN TERMS AGREEMENT | Page - 11 -

LENDER: CCFI

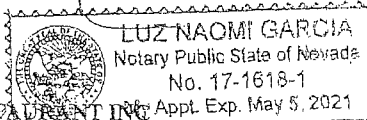
BORROWERS: BOULEVARD FURNITURE INC, SUNSET FURNITURE BOUTIQUE, S550 INVESTMENTS INC, GENESIS INVESTMENTS INC, HATARI FUSION, HIRJI BROWN, Y. BROWN

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

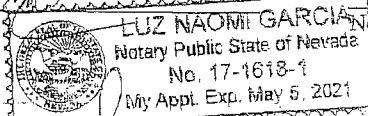


FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

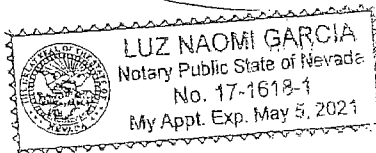


SHAFIK HIRSH

By: SHAFIK HIRSH

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

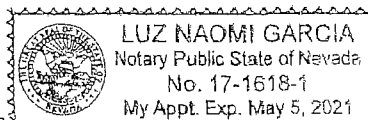


HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

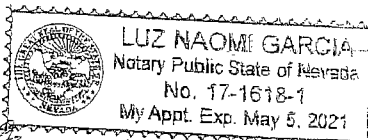


SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

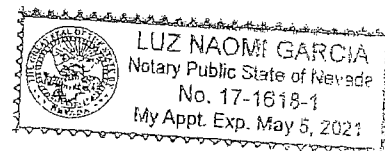


YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



CHANGE IN TERMS AGREEMENT | Page - 12 -













LENDER: CCFI

BORROWERS: BOULEVARD 14 SUNSET 14 FURNITURE BOUTIQUE 14 GIZMO 14
S550 14 SL550 14 GENESIS 14 HATARI 14 FUSION 14 HIRSH 14 BROWN 14 Y. BROWN 14

EXHIBIT 1
AMORTIZATION CHART

CHANGE IN TERMS AGREEMENT | Page - 13 -

LENDER: CCFI 

BORROWERS: BOULEVARD  SUNSET  FURNITURE BOUTIQUE  GIZMO 
S550  SL550  GENESIS  HATARI  FUSION  HIRJI  BROWN  Y. BROWN 

LOAN AMORTIZATION

Loan Amount \$ 585,000.00
Interest Rate 30%
Loan Date September 1, 2017












25th 2017 *[Handwritten signature]*

PAYMENTS		Balance Forward	Payment	Interest	Ending Balance
1	September 1, 2017	\$ 585,000.00	\$ 6,909.78	\$ -	\$ 578,090.22
3	November 1, 2017	\$ 585,632.69	\$ 6,909.78	\$ 14,640.82	\$ 593,363.73
5	January 1, 2018	\$ 597,833.15	\$ 10,364.67	\$ 14,945.83	\$ 602,414.30
7	March 1, 2018	\$ 607,109.98	\$ 14,625.00	\$ 15,177.75	\$ 607,662.73
9	May 1, 2018	\$ 608,229.30	\$ 14,625.00	\$ 15,205.73	\$ 608,810.04
11	July 1, 2018	\$ 609,405.29	\$ 14,625.00	\$ 15,235.13	\$ 610,015.42
13	September 1, 2018	\$ 610,640.80	\$ 14,625.00	\$ 15,266.02	\$ 611,281.82
15	November 1, 2018	\$ 611,938.87	\$ 14,625.00	\$ 15,298.47	\$ 612,612.34
17	January 1, 2019	\$ 613,302.65	\$ 14,625.00	\$ 15,332.57	\$ 614,010.22
19	March 1, 2019	\$ 614,735.47	\$ 14,625.00	\$ 15,368.39	\$ 615,478.86
21	May 1, 2019	\$ 616,240.83	\$ 14,625.00	\$ 15,406.02	\$ 617,021.85
23	July 1, 2019	\$ 617,822.40	\$ 14,625.00	\$ 15,445.56	\$ 618,642.96
25	September 1, 2019	\$ 619,484.03	\$ 14,625.00	\$ 15,487.10	\$ 620,346.13
27	November 1, 2019	\$ 621,229.78	\$ 14,625.00	\$ 15,530.74	\$ 622,135.53
29	January 1, 2020	\$ 623,063.92	\$ 14,625.00	\$ 15,576.60	\$ 624,015.51
31	March 1, 2020	\$ 624,990.90	\$ 14,625.00	\$ 15,624.77	\$ 625,990.68
33	May 1, 2020	\$ 627,015.44	\$ 14,625.00	\$ 15,675.39	\$ 628,065.83
35	July 1, 2020	\$ 629,142.47	\$ 14,625.00	\$ 15,728.56	\$ 630,246.04
37	September 1, 2020	\$ 631,377.19	\$ 14,625.00	\$ 15,784.43	\$ 632,536.62
39	November 1, 2020	\$ 633,725.03	\$ 14,625.00	\$ 15,843.13	\$ 634,943.16
41	January 1, 2021	\$ 636,191.74	\$ 14,625.00	\$ 15,904.79	\$ 637,471.53
43	March 1, 2021	\$ 638,783.32	\$ 14,625.00	\$ 15,969.58	\$ 640,127.90
45	May 1, 2021	\$ 641,506.10	\$ 14,625.00	\$ 16,037.65	\$ 642,918.75
47	July 1, 2021	\$ 644,366.72	\$ 14,625.00	\$ 16,109.17	\$ 645,850.89
48	September 1, 2021	\$ 647,372.15	\$ 14,625.00	\$ 16,183.30	\$ 648,930.45

EXHIBIT 2
SECURED PROMISSORY NOTE


CHANGE IN TERMS AGREEMENT | Page - 14 -

LENDER: CCFI 

BORROWERS: BOULEVARD  SUNSET FURNITURE BOUTIQUE  GIZMO 
S550  SL550  GENESIS  HATARI  FUSION  HIRTI  BROWN  Y. BROWN 

SECURED PROMISSORY NOTE

Principal Amount: \$585,000.00

Sept, 2017 

FOR VALUE RECEIVED, this Secured Promissory Note ("NOTE") is entered into this 1 day of ~~August~~ *Sept*, 2017 (the "Effective Date") by and between Boulevard Furniture, Inc., a Nevada corporation ("BOULEVARD INC.") with a principal place of business located at 3500 So. Maryland Parkway, Suite 171, Las Vegas, Nevada 89169, Sunset Furniture, Inc. a Nevada corporation, with a principal place of business located at 7560 Jacaranda Bay Street, Las Vegas, Nevada 89139 (herein "SUNSET") Furniture Boutique LLC, a Nevada limited liability company (herein "FURNITURE BOUTIQUE") with a principal place of business located at 1431 W. Sunset Blvd., Henderson, Nevada 89014, Gizmo Empowered Inc., a Nevada corporation (herein "GIZMO"), S550 Investments Inc. a Nevada corporation (herein "S550"), SL550 Investments, Inc., a Nevada corporation ("SL550"), Genesis Investments, Inc., a Nevada corporation ("GENESIS"), Hatari Restaurant & Sports Bar, LLC, a Nevada limited liability company ("HATARI"), Fusion Restaurant, Inc. a Nevada corporation ("FUSION"), Shafik Hirji, an individual (herein "HIRJI") and Shafik Brown, an individual (herein "BROWN") and Yasmin Brown, an individual ("Y. BROWN") (collectively "BORROWER(S)") on the one hand, hereby jointly and severally promise(s) to pay to the order of Cancer Care Foundation, Inc. a Nevada corporation (herein "LENDER") on the other hand, with a principal place of business at 3509 E. Harmon Ave, Las Vegas, Nevada 89121, in United States Currency the principal sum in the amount of \$585,000.00 (Five Hundred Eighty Five Thousand Dollars) payable each and every month in lawful money of the United States beginning on the 1st day of September 2017, in monthly installments as set forth herein and continuing thereafter until August 1, 2021 with a BALLOON PAYMENT due on September 1, 2021, or until said principal has been paid in full, together with interest accruing on the unpaid balance at the annual fixed rate of thirty (30%) percent on the unpaid outstanding principal balance.

Each may be referred to individually as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, both parties desire to enter into this Agreement which provides for a loan from the Lender to BORROWERS in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) (i) the terms and conditions upon which BORROWERS shall pay Lender; (ii) the terms and conditions under which BORROWERS will be legally bound to Lender.

NOW, THEREFORE, in exchange for the valuable consideration described below, the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECURED PROMISSORY NOTE | PAGE 1

BORROWERS: BOULEVARD *HL* SUNSET *HL* FURNITURE BOUTIQUE *HL* GIZMO *HL* S550 *HL* SL550 *HL* GENESIS *HL*
HATARI *HL* FUSION *HL* HIRJI *HL* BROWN *HL* Y. BROWN *HL*

Sept 1 2017 S M H YPB
1. Loan. On August, 2017, Lender entered into a Change in Terms Agreement with BORROWERS in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars)) ("LOAN BALANCE"). BORROWERS agree to repay the current balance due on the Loan as follows:

- a. Loan Balance. The PAST DUE BALANCE shall be modified from \$707,588.50 (Seven Hundred Five Thousand Five Hundred Eighty-Eight Dollars and Fifty Cents)(the "PAST DUE BALANCE") and reduced to a new principal balance due in the amount of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) (the "LOAN BALANCE") on the condition that all future Monthly Payments are timely paid on the Monthly Payment Due Date with valid and sufficient funds.
- b. Term. The LOAN TERM shall be modified from that stated in each of the LOAN DOCUMENTS to a term of Forty-Eight (48) months (the "TERM") commencing on September 1, 2017.
- c. Maturity Date. The maturity date of each of the LOANS shall be modified to September 1, 2021 (the "MATURITY DATE"). On the MATURITY DATE, all unpaid principal, interest, late fees, interest late fees shall become due and payable (the "BALLOON PAYMENT").
- d. Interest Rate. The LOAN BALANCE shall accrue interest at an annual rate of thirty (30%) percent (the "INTEREST RATE") until such time that the LOAN BALANCE is paid full. Should BORROWERS DEFAULT or not timely make each of their MONTHLY PAYMENTS, then the INTEREST RATE shall automatically revert back to the original interest rate of fifty (50%) percent retroactively.
- e. Payment. The LOAN BALANCE of \$585,000.00 (Five Hundred Eighty-Five Thousand Dollars) shall be repaid in forty-eight (48) monthly payments of interest only as follows (See Exhibit "1" attached to the CHANGE IN TERMS AGREEMENTS as "AMORTIZATION CHART"):

- a. THREE (3) MONTHLY PAYMENTS of \$6,909.78. The initial MONTHLY PAYMENT shall be due on September 1st, 2017 (the "INITIAL PAYMENT") in the amount of (Six Thousand Nine Hundred Nine Dollars and Seventy-Eight Cents) and two (2) additional MONTHLY PAYMENTS of payments in the amount of \$6,909.78 due on the first (1st) day of each month thereafter;
- b. THREE (3) MONTHLY PAYMENTS of \$10,364.67. BORROWERS shall pay three (3) MONTHLY PAYMENTS OF \$10,364.67 commencing on December 1, 2017 and on the first (1st) day of each month thereafter;

SECURED PROMISSORY NOTE | PAGE 2
BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 S550 42 SL550 42 GENESIS 42
HATARI 42 FUSION 42 HIRL 42 BROWN 42 Y. BROWN 42

- 25th, 2018 () HZ YPB
- c. FORTY-TWO (42) MONTHLY PAYMENTS of \$14,625.00. Thereafter, commencing on March 4, 2018, in month seven (7), BORROWERS shall make forty-two MONTHLY PAYMENTS in the amount of \$14,625.00 (Fourteen Thousand Six Hundred Twenty-Five Dollars) and due on the first (1st) day of each month thereafter (collectively the "MONTHLY PAYMENT"); 25th HZ YPB
- d. BALLOON PAYMENT. At the MATURITY DATE, BORROWERS shall pay all unpaid principal, interest, late fees and other charges due which is currently estimated in the amount of \$663,556.46. 25th HZ YPB
- e. Each MONTHLY PAYMENT shall be due on the 1st day of each month (the "MONTHLY PAYMENT DUE DATE"). Each Monthly Payment shall be via certified check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Payments will be applied to finance charges first, then to unpaid principal, then to late charges and any other charges incurred pursuant to this Note. The annual Interest Rate is calculated based upon a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.
- g. Each Monthly Payment shall be via check made payable to LENDER at LENDER'S address or to such other payee or address as directed by the LENDER.
- f. Default. If BORROWERS fail to make any MONTHLY PAYMENT or the INITIAL PAYMENT by 5:00 p.m. on the MONTHLY PAYMENT DUE DATE, then BORROWERS will be in Default (the "DEFAULT") and LENDER will be entitled to immediately file the Confession of Judgment for the full PAST DUE BALANCE, plus accrued attorneys' fees and costs, plus any future attorneys' fees and costs as set forth in the Confession of Judgment, less credit for any payments made with valid and sufficient funds. The Parties also expressly agree that upon timely repayment of the LOAN BALANCE, that the Confession of Judgment shall be immediately destroyed and no longer have any legal force and effect.

2. Security Interest. As security, BORROWERS hereby grant to Lender a continuing security interest in all assets of BORROWERS and Purrfect Auto Service #515 owned by S550 Investments, Inc, and Purrfect Auto Service #14, USA Auto Service #3 and #4 owned by GIZMO, which includes the A/R, Inventory, Cash, Furniture and Fixtures, and every other asset which are represented to be free and clear in title and those assets which may be partially encumbered. Until

SECURED PROMISSORY NOTE | PAGE 3

BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 S550 42 SL550 42 GENESIS 42
 HATARI 42 FUSION 42 HIRJI 42 BROWN 42 Y. BROWN 42

payment in full is received, Lenders shall have, and always be deemed to have, a continuing security interest in all the assets of BORROWERS:

(a) All equipment and fixtures, as defined in the Uniform Commercial Code (the "Uniform Commercial Code") and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the BORROWERS, together with all additions and accessions thereto and substitutions and replacements therefor (herein, collectively "Equipment"), and all products and proceeds (including insurance and condemnation proceeds) thereof;

(b) All inventory and goods as defined in the Uniform Commercial Code whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, automobiles, vehicles, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the BORROWERS, and completed and unshipped merchandise (herein, collectively, "Inventory"), and all products and proceeds (including insurance and condemnation proceeds) of the foregoing;

(c) All accounts, chattel paper, instruments, documents and all other forms of obligations at any time owing to the BORROWERS, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the BORROWERS in and to the goods represented thereby including returned and repossessed goods, and all rights the BORROWERS may have or acquire for securing or enforcing the foregoing, including, without limitation, all guaranties, collateral, liens on or security interest in real or personal property, leases, letters of credit, the rights to reserves, deposits, choses in action, judgments or insurance proceeds together with all customer lists, books and records, ledger and account cards, computer tapes, computer software, disks, printouts and data processing records, now existing or hereafter created, and all other property evidencing or relating to Collateral (herein, collectively "Accounts"), and all products and proceeds of all of the foregoing;

(d) All of Borrower's general intangibles, now existing or hereafter owned or acquired, including, but not limited to, interests in limited partnerships or other entities in which a security interest may be obtained under the Uniform Commercial Code, trade names, trade processes, trade secrets, copyrights, patents, patent applications, trademarks, trademark registrations and applications therefor, licenses, franchises, tax refunds, customer lists, the name and goodwill of Borrower's business, and all tax refunds and/or tax rebates (herein, collectively "General Intangibles"), and all proceeds of any of the foregoing;

(e) All books and records relating to the conduct of Borrower's business (herein,

SECURED PROMISSORY NOTE | PAGE 4
BORROWERS: BOULEVARD 12 SUNSET 12 FURNITURE BOUTIQUE 12 GIZMO 12 S550 12 SL550 12 GENESIS 12
HATARI 12 FUSION 12 HIRJI 12 BROWN 12 Y. BROWN 12

collectively, "Books and Records ");

(f) All deposit accounts maintained by the BORROWERS with the Bank or other bank, trust company, investment firm or fund or any similar institution or organization (herein, collectively "Deposit Accounts "), and the proceeds thereof;

(g) Any deposits, credits, securities, interests, participations, shares, collateral or property of the BORROWERS at any time now or thereafter in the possession, custody, safekeeping or control of or in transit to the Bank and the proceeds thereof (the "Deposits and Securities "). The foregoing is hereinafter collectively the "Collateral."

3. Borrower's Representations and Warranties and Covenant. The BORROWERS represent and warrant to, and covenants with, the Secured Party as follows:

(a) The BORROWERS have full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.

(b) The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.

(c) This Security Agreement has been duly executed and delivered by the BORROWERS and constitutes the legal, valid and binding obligation of the BORROWERS enforceable against the BORROWERS in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.

(d) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(e) Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire (including so called extended coverage), theft and such other casualties as Secured Party may reasonably require, including collision in the case of any motor vehicles, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide that Secured Party's interest therein shall not be invalidated by the act, omission or neglect of anyone other than Secured Party and for at least ten days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of such insurance or other evidence satisfactory to Secured Party, as to compliance with the provisions of this paragraph. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(f) Debtor will keep the Collateral free from any adverse lien, security interest or

SECURED PROMISSORY NOTE | PAGE 5
BORROWERS: BOULEVARD UNSET FURNITURE BOUTIQUE GLZMQ SL550 GENESIS
HATARI FUSION HIRJ BROWN Y. BROWN

encumbrance and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

4. Events of Default. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor; or (e) the occurrence of an event of default in any agreement between Debtor and/or Secured Party.

5. Remedies. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Debtor can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Uniform Commercial Code); and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code. Secured Party without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party for possession at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. Secured Party may buy at any public sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code shall not be construed

SECURED PROMISSORY NOTE | PAGE 6
BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 SS50 42 SL550 42 GENESIS 42
HATARI 42 FUSION 42 HIRUK 42 BROWN 42 Y. BROWN 42

as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. Power of Attorney. The BORROWERS hereby constitute and appoint the Secured Party its attorney in fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

8. Notices. All notices, requests, or other communications (excluding invoices) under this Agreement will be in writing and transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. The parties agree that all provisions of the Non-Disclosure Agreement executed by and between the parties shall also govern the execution of this Term Sheet.

LENDER

BORROWERS

9. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their shareholders, subsidiaries, related and affiliated entities, representatives, successors, assigns, and every person (whether natural or artificial), firm, or entity now or previously affiliated with any of the parties hereto, or who may become affiliated with any of the parties hereto in the future.

10. Counterparts. This Agreement may be executed by the parties in one or more counterparts and/or may be executed via facsimile, each of which shall be deemed to be an original.

11. Attorneys' Fees & Costs. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

12. Entire Agreement/Amendments. This Agreement constitutes the entire agreement and understanding among the parties hereto, and all previous discussions, understandings, representations, promises, negotiations and agreements with respect to the matters included in this Agreement are incorporated into this Agreement and are integrated and are merged herein. This Agreement may not be modified or amended orally. Any addition, deletion, change, amendment or modification of this Agreement must be in writing and signed by all parties hereto.

13. Severability. If any portion or part or provision of this Agreement shall be determined by a court or panel of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain valid and enforceable by the parties hereto to the extent permitted by

SECURED PROMISSORY NOTE | PAGE 7
BORROWERS: BOULEVARD 42 SUNSET 42 FURNITURE BOUTIQUE 42 GIZMO 42 SS50 42 SL550 42 GENESIS 42
HATARI 42 FUSION 42 HIRJI 42 BROWN, 42 BROWN 42

applicable law.

14. Governing Law/No Adverse Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be filed in any State Court sitting within the County of Clark, Nevada.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement upon the day and year first written above.

[Signatures appear on next two pages]

SECURED PROMISSORY NOTE | PAGE 8
BORROWERS: BOULEVARD 44 SUNSET 44 FURNITURE BOUTIQUE 44 GIZMO 44 S550 44 SL550 44 GENESIS 44
HATARI 44 FUSION 44 HIRJI 44 BROWN 44 Y. BROWN 44

ACCEPTED BY:

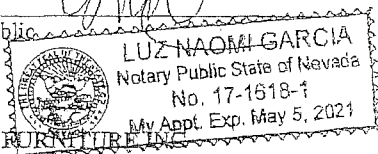
BORROWERS:

BOULEVARD FURNITURE INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SUNSET FURNITURE INC.

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me
on this _____ Day of August 2017.

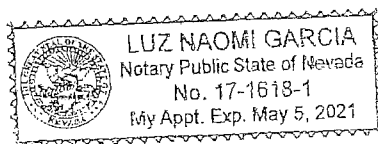
Notary Public

FURNITURE BOUTIQUE LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

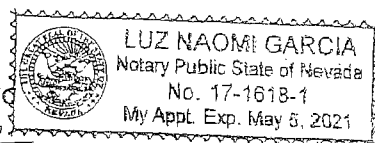


S550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

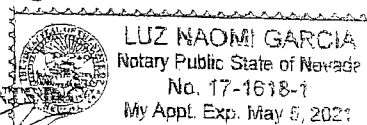


SL550 INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

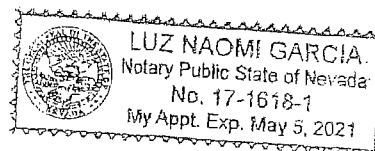


GENESIS INVESTMENTS INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SECURED PROMISSORY NOTE | PAGE 9

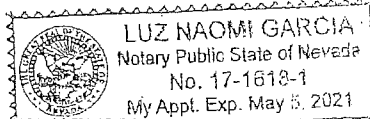
BORROWERS: BOULEVARD SL SUNSET SL FURNITURE BOUTIQUE SL GIZMO SL S550 SL SL550 SL GENESIS SL
HATARI SL FUSION SL HIRJI SL BROWN SL Y. BROWN SL

GIZMO EMPOWERED INC.

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

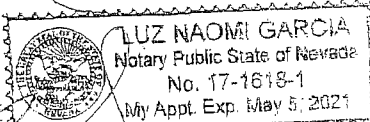


FUSION RESTAURANT INC

By: SHAFIK BROWN
Its: President

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

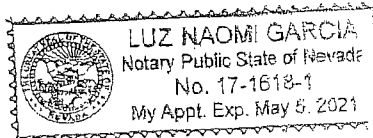


SHAFIK HIRJI

By: SHAFIK HIRJI

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

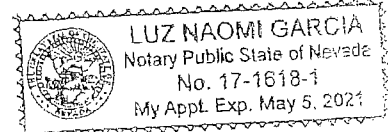


HATARI RESTAURANT & SPORTS BAR LLC

By: SHAFIK BROWN
Its: Managing Member

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

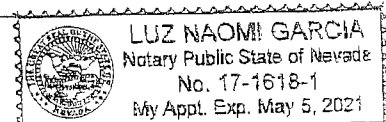


SHAFIK BROWN

By: SHAFIK BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public

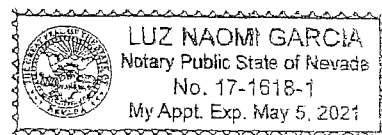


YASMIN BROWN

By: YASMIN BROWN

SUBSCRIBED AND SWORN to before me
on this 1 Day of August 2017.

Notary Public



SECURED PROMISSORY NOTE | PAGE 10

BORROWERS: BOULEVARD 44 SUNSET 44 FURNITURE BOUTIQUE 44 GIZMO 44 S550 44 SL550 44 GENESIS 44
HATARI 44 FUSION 44 HIRJI 44 BROWN 44 Y. BROWN 44